The Solicitors Journal.

LONDON, DECEMBER 12, 1885.

CURRENT TOPICS.

OUT OF THE LARGE NUMBER of causes recently transferred to Mr. Justice NORTH, it is doubtful whether sufficient work can be found for that learned judge up to the end of the present sittings. The reason, of course, is that comparatively few of the causes transferred are ready for trial, the selection having been made from far down in the lists of the judges, and the transfer having taken place too near the time fixed for hearing. It is to be hoped that future orders of transfer will be made in sufficient time to allow the solicitors concerned to prepare their briefs and get ready for trial.

ONE OF THE SUBJECTS with which the Rule Committee of Judges was occupied last week may probably be surmised from the report of Mr. Justice KAY's observations in *Smith* v. *Gill* (*ante*, p. 92). We imagine that there can be little doubt that before long an order under 47 & 48 Vict. c. 61, s. 13, will appear, enabling the appointment of new trustees under the Trustee Acts, and the making of vesting orders, upon an originating summons at chambers.

THE NUMBER of bills taxed by the Chancery Taxing Masters continues to increase. Ten years ago, 8,120 came before them for taxation; in 1882-3 there were 8,537 bills taxed, and in 1883-4 there were 10,044. Ten years ago the total amount of the costs taxed was £1,057,674; in 1882-3 the aggregate amount of the costs taxed was £1,184,180, and in 1883-4 it was £1,247,016. The complaint that the staff of taxing masters is still inadequate is not without grounds, and Lord HALSBURY would obtain the gratitude of the profession if he would turn his attention to this matter.

IT IS TO BE REGRETTED that there is no rule of the Supreme Court prohibiting the constitution of courts with an even number of judges. We are familiar with instances of appeals to the House of Lords where, owing to an equal division of opinion among the law lords, some difficult question is left undecided; and the same evil sometimes exists on an appeal from an inferior court to a divisional court. A more glaring instance of the absurdity of having an even number of judges occurred last week, when the Court of Criminal Appeal was divided in opinion after the re-argument of the case of *Reg.* v. *Ashwell* before fourteen judges. It is, no doubt, fair to apply the principle *semper præsumitur pro negante* to a civil appeal, but the rule seems to operate somewhat harshly when there is a question of affirming a conviction. In such a case it might be right to revive the old practice that, on an equal division, the junior judge should withdraw his judgment.

THE PRESENT appellate sitting of the House of Lords is the first which has been held under the 9th section of the Appellate Jurisdiction Act, 1876, which enacts that, "If on the occasion of a dissolution of Parliament her Majesty is graciously pleased to think that it would be expedient, with a view to prevent delay in the administration of justice, to provide for the hearing and determination of appeals during such dissolution, it shall be lawful for her Majesty, by writing under her sign manual, to authorize the lords of appeal, in the name of the House of Lords, to hear and determine appeals during the dissolution of Parliament, and for that purpose to sit in the House of Lords at such times as may be thought expedient; and upon such authority as aforesaid being given by her Majesty, the lords of appeal may, during such dissolution, hear and determine appeals and act in all matters in relation thereto in the same manner in all respects as if their sittings were a continuation of the sittings of the House of Lords, and may, in the name of the House of Lords, exercise the jurisdiction of the House of Lords accordingly." This section was intended to be put in force upon the dissolution of Parliament in March, 1880, but owing to the early arrival of a ministerial crisis, no appellate sitting took place until the new Parliament had assembled.

A CONTROVERSY has recently arisen in connection with the exaction of baptismal fees, and the late Bishop WILBERFORCE is quoted as having declared that to exact such fees was "rank simony." Whether the term simony is properly applicable to the taking of fees for spiritual work and labour done, as well as to the giving of money for the right to earn the fees, may, perhaps, be doubted; but it is material to point out that the whole subject was fully dealt with, so far back as 1872, by the Act, 35 & 36 Vict. c. 36. By this Act, after reciting that doubts have been entertained whether in certain churches and chapels of the Church of England as by law established, under the authority of certain local Acts of Parliament or custom, fees may not now be demanded for the administration of the sacrament of baptism, or for the due registration of such administration;" it is enacted that no minister, parish clerk, or vestry clerk may demand any fee for the celebration of such sacrament, or the registry thereof, but it is also provided that "this Act shall not apply to the present holder of any office who may at the present time be entitled *by any Act of Parliament* to demand such fees." The result is that, even where there was a vested interest, the right to demand fees by custom, which would be very hard to prove or disprove, is abolished altogether, and that the right can be supported by local Act of Parliament alone. Where there was no vested interest in 1872, no fees can be demanded on any ground. But the holders of statutory vested interests in 1872 will take a long time in dying out, and the right to demand the fees may be expected, in not a few cases, to last as long as the present century.

IT WILL BE SEEN from a letter which we print elsewhere that the short form of statutory notice to creditors, which we gave at p. 741 of our last volume, is not yet brief enough to satisfy the prevalent craving for terseness. Our esteemed correspondent wants to know why the addresses and additions of the executors should be inserted in the notice; is it not enough to give the address of the executors' solicitor, to whom claims are to be sent? We think that our correspondent is right, and that, although the insertion of the addresses of the executors is almost invariable, there is no need for it, either for the purpose of conformity with the form of advertisement for creditors (R. S. C., App. L., No. 3), or for the convenience of the creditors. While on this subject we may add that we observe that many of the forms of these notices appearing in the *Gazette* have recently undergone a most remarkable pruning. Here is one, for instance, which appeared in a recent issue of the *Gazette*:—

> J—— G——, deceased, late of Beckenham, Kent, and formerly in the service of Messrs. S—— & Co., London.—All creditors should, by December 5, 1885, send their claims to —— & —— [address], solicitors for the administrator. —— & ——.

It appears to us, if we may venture to criticize this form of notice, that sufficient regard has not been had to the fact that the protection given by section 29 of 22 & 23 Vict. c. 35 is conditional on the executor or administrator having "given *such or the like notices*" as would have been given "in an administration suit for creditors and others to send to the executor or administrator their

claims against the estate of the testator or intestate." The form prescribed for such notices in an administration action states the authority under which the notice is given, the time of death of the testator or intestate, and also the result to the creditor of default in sending in a claim. None of these particulars are given in the notice above quoted. Can it then be said to be "such or the like notice" as would have been given in an administration action? If it is not, how is the administrator protected by it? We believe that some years ago the authorities of the *London Gazette* attempted to exercise some supervision over the forms of these notices; we should be glad to know whether any such attempt has been recently made.

OUR CORRESPONDENT, Mr. CHAPMAN, is not able to agree with the argument in the article we recently published on "The Married Women's Property Act, 1882, and the 45th Section of the Income Tax Act, 1842." The argument used may be put shortly thus: "If the provisions of the 45th section of the Income Tax Act, 1842, had been grounded upon the legal identity of husband and wife, there might have been some reason for saying that they had been virtually repealed by the Married Women's Property Act, 1882, which destroys that identity; but these provisions are not so grounded; therefore there is no reason for saying that they have been virtually repealed by the Married Women's Property Act, 1882." If Mr. CHAPMAN wishes to destroy the conclusion, he must destroy the premisses upon which it rests, and shew that the legal identity of husband and wife *was* the foundation of the 45th section of the Income Tax Act, 1842. In the meantime, we observe that Mr. CHAPMAN, in a little book he has written, entitled "Income Tax, and How and When to get it Refunded," himself says:—"The income of a married woman residing with her husband is reckoned as being his income for income tax purposes, notwithstanding any settlement, *or the provisions of the Married Women's Property Act*, 1882." So say we, and so say the Commissioners of Inland Revenue; but so, it appears, does not *now* say Mr. CHAPMAN. As regards the question whether the word "profits," in the proviso in the 45th section of the Act of 1842, is to be read as meaning trade profits only, as our correspondent, Mr. ANDREWS, in his letter printed in our issue of the 21st of November, argues, we admit that the smallness of the amount in question in each individual case would, to some extent, weaken the force of an argument founded upon the general acquiescence in the practice of the Inland Revenue Office, which treats this word "profits," as used, in the place in question, in its larger sense. The section is by no means so clear as it might have been, but as "profits of property" is a phrase by no means unknown to the Act of 1842, we confess that the inclination of our opinion is in the direction taken by the Inland Revenue authorities. As to the assumed injustice of the practice, we cannot say that this argument has much weight with us. When a common establishment is maintained, as must be the case when husband and wife live together, the charge really falls upon both husband and wife, whichever is the hand that pays.

AN ORDER has been issued under the Metropolitan Streets Act, 1867, s. 18, for the muzzling of dogs. The section enables the commissioner of police, if he see fit, to issue a notice "requiring any dog, while in the streets and not led by some person, to be muzzled in such a manner as will admit of the animal breathing and drinking without obstruction"; and enables the police to "take possession of any dog found loose in the streets without such muzzle during the currency of such order, and detain such dog until the owner has claimed it, and has paid all expenses connected with such detention." Somewhat similar orders have been and may be issued under the Dogs Act, 1871, in relation to other parts of the United Kingdom, and the important question may arise, what notice it is necessary to give of such an order being made. The Metropolitan Streets Act, it will be observed, prescribes no form of publication, and section 3 of the Dogs Act, 1871, merely provides that "due notice" shall be given. It has been held under this latter section (*Reg. v. Justices of Huntingdon*, L. R. 4 Q. B. D. 522) that it is not necessary to prove a notice to any individual person accused of transgressing the order, and that "the posting of five or six copies about the town" of Northampton was a sufficient public notice. But the question of sufficiency of notice was but scantily considered, and the Dogs Act greatly needs amendment by a section prescribing some particular form of notice, and making it binding. Meanwhile, whatever mode of publication of such notice is made use of, it is plainly incumbent upon the promulgators (to quote from BLACKSTONE) "to do it in the most public and perspicuous manner, not like CALIGULA, who (according to DION CASSIUS) wrote his laws in very small characters, and hung them up upon high pillars, the more effectually to ensnare the people." There are other respects in which the Dogs Act, 1871, urgently needs amendment. The framers of that Act no doubt contemplated that the powers given by it would be administered with moderation and common sense; but they had an inadequate acquaintance with the peculiarities of the rural BEEVES, to which we referred last week. Justices in petty sessions make an order under the Dogs Act placing restrictions on dogs, and, finding two means provided by the Act for securing observance of their order—viz., the seizure and detention of dogs, and summonses against the owners of the dogs—promptly proceed to apply *both* means in case of the most trifling contravention of the order. There should be an amendment of the Dogs Act, 1871, either abolishing the power to issue summonses for breaches of an order under that Act, or restricting it to cases where a dog has been seized and detained more than once.

THE NOTION of temporary trustees is likely to elicit from a conveyancer the remark attributed to the tadpole when his tail dropped off—"What next?" We know, however, that Liverpool is the headquarters of revolutionary legal projects, and as the president of its law society has been recently aiming some pleasant sarcasm at "the little crotchets of conveyancers," we could not expect that any consideration for the nerves of our conveyancing readers would prevent our Liverpool correspondent of a fortnight ago (*ante*, p. 75) from not only airing the notion of temporary trustees, but sending us a full-grown clause authorizing the appointment of such trustees, and further telling us that he contemplates advising clients to allow the insertion of such a clause in their wills. He no doubt thinks, quite reasonably, that Mr. GRAY HILL's favourite "chancery mind"—an "extremely acute and suspicious mind, trained to great skill in picking holes in the conduct of trustees, and nurtured on the recorded opinions of other minds as acute, suspicious, and skilful"—is very likely to pick a hole in his proposed clause. We have waited to see whether any of the acute "chancery minds" whom we have the honour of counting among our readers would fall on the clause. But the "chancery mind" has a defect which even Mr. GRAY HILL has not enumerated—it is sadly inert, and generally requires to have a fee dropped into a convenient receptacle in order to set the machinery in motion. We are therefore driven to exercise our own poor powers of criticism on the clause. But, before doing so, there are one or two matters to be ascertained. We would, first of all, respectfully inquire what is to become of the trust property during the temporary trusteeship? Is it to remain in the name of the "permanent trustee," and, if so, how is the temporary trustee to deal with it? If it is to be transferred to the temporary trustee during the definite or indefinite period for which he is appointed to act, what advantage is there to compensate for the expense of transfer and re-transfer? Again, in the case of an appointment of a temporary trustee "during any indefinite period, such as during absence from home or inconvenience or impossibility in action" by the permanent trustee, how is the time when the functions and liability of the temporary trustee are to cease, to be ascertained and evidence of it preserved? It would seem that no act of the temporary trustee can be justified unless he can show that, at the time it is done, the permanent trustee is either absent from home, or that action on his part is inconvenient or impossible. When we learn the intention in these respects, we shall probably be able to offer some suggestions as to the language of the proposed clause.

THE FIRST RETURN under the Bankruptcy Act, 1883, is to be

found in the Judicial Statistics recently published. The total number of orders for the winding up of insolvent estates made during the year was 3,317, or (deducting 22 administration orders made under section 125 for the winding up of estates of deceased debtors, and 35 receiving orders which were rescinded before being acted upon) the number was 3,260. To this there should be added 910 proceedings under the Act of 1869 initiated in 1883, thus making a total of 4,170 estates wound up under both Acts during the year. Under the Act of 1869 the number of estates wound up in bankruptcy commenced with 5,002 in 1870, gradually increasing to 13,132 in 1879 and then decreasing to 10,298, 9,727, 9,041, and 8,555 in the four years next succeeding. The number, 4,170, for the year 1884 is the lowest of the last ten years.

BANKER AND AUCTIONEER-CUSTOMER.

The case of *Martin* v. *Rocke, Eyton, & Co.*, decided by Mr. Justice North last week, has given rise to a good deal of comment. The conclusion to which the learned judge thought himself compelled to come was shown by his comments to be altogether opposed to his notions of what was fair or proper in the particular case. He is stated, in one report of his judgment, to have expressed regret that he "was bound to arrive at a decision in favour of the defendants." This being so, it would seem to be hardly capable of a doubt that the fullest weight would be given to everything which told in favour of the plaintiff, and since Mr. Justice North had before him evidence and arguments to which we have had, as yet, no access, it is somewhat hazardous to express a doubt as to the correctness of his decision. But judging from the careful report which we publish elsewhere, and other reports of the case which we have seen, we are a good deal perplexed to know how the learned judge should have felt himself compelled to decide in favour of the defendants.

The material facts are very short. An auctioneer held a "Christmas sale of fat stock"; received from the purchasers a large number of cheques, notes, and coin in payment for their purchases, and paid the aggregate amount, £2,229, into his private account at a bank. Mr. Justice North considered that "there was no doubt that the bank knew that the cheques so paid in represented the proceeds of the sale." The bankers, nevertheless, appropriated the amount so paid in in part satisfaction of a sum due to them by the auctioneer, in respect of an overdraft on his private account, and the learned judge held that they were entitled to do so.

Now, the rights as between the vendors of the stock and the auctioneer were perfectly clear. The auctioneer was an agent of the vendors to receive the purchase-money, and since *In re Hallett's Estate, Knatchbull* v. *Hallett* (L. R. 13 Ch. D. 696), it has been settled that if money held by a person in a fiduciary character, though not as trustee, has been paid by him into his account at his banker's, the person for whom he held the money can follow it. "Supposing," said the late Master of the Rolls in that case, "the moneys were simply mixed with other moneys of the trustee (using the term in its full sense as including every person in a fiduciary relation), does it make any difference, according to the modern doctrine of equity? I say none. It would be very remarkable if it were to do so. Supposing the trust-money was 1,000 sovereigns, and the trustee put them into a bag, and, by mistake or accident or otherwise, dropped a sovereign of his own into the bag. Could anybody suppose that a judge in equity would find any difficulty in saying that the *cestui que trust* has a right to take 1,000 sovereigns out of that bag? I do not like to call it a charge of 1,000 sovereigns on the 1,001 sovereigns, but that is the effect of it. I have no doubt of it. It would make no difference if, instead of one sovereign, it was another 1,000 sovereigns; but if instead of putting it into his bag, or after putting it into his bag, he carries the bag to his bankers, what then? According to law the bankers are his debtors for the total amount; but if you lend the trust-money to a third person you can follow it. If, in the case supposed, the trustee had lent the £1,000 to a man without security, you could follow the debt, and take it from the debtor. If he lent it on a promissory note, you could take the promissory note; or the bond, if it were a bond. If, instead of lending the whole amount in one sum simply, he had added a sovereign, or had added £500 of his own to the £1,000, the only difference is this, that, instead of taking the bond or the promissory note, the *cestui que trust* would have a charge for the amount of the trust-money on the bond or promissory note. So it would be on the simple contract debt—that is, if the debt were of such a nature as that, between the creditor and the debtor, you could not sever the debt into two, so as to show what part was trust-money, then the *cestui que trust* would have a right to a charge upon the whole." The result of this is that, although the money paid into the bank by the auctioneer consisted partly of money to which he was entitled as commission on the sales, and partly of money which he held as agent for the vendors, yet, as between the vendors and the auctioneer, each of the vendors was entitled to a charge on the whole sum paid in to the bank for the net amount of his purchase-money.

But the question as between the vendors and the bankers rests on a different footing. If the bankers had no notice that the money was held by the auctioneer in a fiduciary capacity, the rights of the vendors against the bankers were neither more nor less than the rights of the auctioneer against the bankers. The bankers had the right, as against the auctioneer, to appropriate the sum paid in towards discharging the auctioneer's overdraft, and the bankers would have the same right as against the vendors. If, on the other hand, the bankers had notice that the sum paid in was held by the auctioneer in a fiduciary capacity, we venture to think that such notice, although by itself inefficacious to fix them with liability for honouring the cheques drawn by the customer in respect of the money paid in, would prevent them from appropriating such sum towards payment of the auctioneer's overdraft. According to Lord Westbury in *Gray* v. *Johnston* (L. R. 3 H. L., at p. 14), a banker who receives payment of an overdraft due by a trustee, out of funds which the banker knows to be trust funds, becomes *particeps criminis* in the breach of trust, and accountable accordingly (see also *Pannell* v. *Hurley*, 2 Coll. 241). We should have thought that, *à fortiori*, the banker cannot of his own motion, and without the consent of the trustee, help himself to funds which he knows to be trust funds. And the case of *Ex parte Kingston* (19 W. R. 910, L. R. 6 Ch. 632) seems to us to be an authority directly in point to show that he cannot. But the tenor of a part of the judgment of Mr. Justice North appears to be that, in order to render the banker accountable for money, which, knowing it to be trust money, he has appropriated for his own benefit, he must have notice of a breach of trust by his customer. The auctioneer, Mr. Justice North says, intended to account to the vendors for the net purchase-money; he was justified in paying it into the bank; there was, therefore, no breach of duty by the auctioneer, and the relation between him and the bank was simply that of debtor and creditor. This was doubtless so as regards the question of the liability of the bank for honouring any cheques which might have been drawn by the auctioneer in respect of the money paid in. In order to render the bankers liable in *that* respect it would have been necessary to show, first, that misapplication was intended by the customer, and, next, that the bankers were privy to the intent to make such misapplication (*Gray* v. *Johnston*, L. R. 3 H. L. 1). But we venture to submit that the question before the court in the recent case was a wholly different one; it was not a question of the bankers being privy to a misapplication of trust-money for the benefit of their customer, but of themselves misapplying trust-money for their own benefit.

We venture to think that the question in the recent case turned entirely upon whether the bankers had or had not notice that the moneys paid in by the auctioneer were held by him as agent for the purchasers. And we confess we are puzzled with the way in which the learned judge is reported to have dealt with this question of notice. He is reported to have said, first, that "there was no doubt that the bank knew that the cheques paid in represented the proceeds of the sale"; but he subsequently added that "the bank had no means of knowing the proportion which consisted of commission and that which represented purchase-money." But, supposing that the bank knew that some part of the money paid in by the auctioneer was held by him as agent for the vendors, ought not this to prevent them from appropriating the whole sum for their own benefit?

RECENT DECISIONS.

POWER OF SURVIVING PARTNER TO MORTGAGE ASSETS TO SECURE PRIOR DEBT.

(*In re Clough, Bradford Commercial Banking Company* v. *Cure*, North, J., 34 W. R. 96.)

Lord Justice Lindley lays it down, in the fourth edition (when are we to have a new edition?) of his book on Partnership (p. 412), that the doctrine as to the implied agency of members of a dissolved partnership "cannot be carried further than this—viz., that, notwithstanding dissolution, a partner has implied authority to bind the firm so far as may be necessary to settle and liquidate existing demands, and to complete transactions begun, but unfinished, at the time of the dissolution." The judgment of the Lords Justices in *Butchart* v. *Dresser* (4 De G. M. & G. 542), considered apart from the circumstances of that case, goes much further than the proposition thus laid down, for they say that "each partner has, after and notwithstanding the dissolution, full authority to receive and pay money on account of the partnership, *and has the same authority to deal with the property of the partnership for partnership purposes as he had during the continuance of the partnership.*" In *Butchart* v. *Dresser*, one of the former partners in a dissolved partnership pledged shares which the partners before the dissolution had agreed to purchase, in order to raise money to pay for the purchase; the object was, therefore, in the words of Lord Justice Lindley, to complete "a transaction begun, but unfinished, at the time of the dissolution." In the recent case of *In re Clough*, the surviving partner in a firm, originally consisting of two partners, deposited a purchase contract of lands, forming part of the assets of the partnership, as further security for a debt incurred during the joint lives of the partners; and Mr. Justice North held that he was entitled to do this. We confess that, apart from the *dictum* in *Butchart* v. *Dresser*, we should have entertained some doubt upon the point. It does not seem to us to follow from the fact that the surviving partner could have paid the prior debt out of the partnership assets, that he could give the creditor further security for his debt out of the partnership assets. It may, perhaps, however, be said that it was necessary for the convenient winding up of the affairs of the partnership that time should be obtained for payment of the pre-existing debt, and such time was no doubt obtained by the giving of the further security.

REVIEWS.

DAVIDSON'S CONCISE PRECEDENTS.

CONCISE PRECEDENTS IN CONVEYANCING; REVISED AND ADAPTED TO THE CONVEYANCING ACTS, 1881, 1882, AND THE SETTLED LAND ACTS, 1882 AND 1884. By M. G. DAVIDSON, Barrister-at-Law. FOURTEENTH EDITION. W. Maxwell & Son.

This is a book which needs no introduction to our readers. Originally suggested by the short-lived "Act to simplify the Transfer of Property," and always distinguished for well-considered conciseness, it was peculiarly adapted to check the unconsidered and dangerous brevity which prevailed for a short time after the Conveyancing Act, 1881. When the need came for adapting the book to that Act, it was in the hands of skilful and cautious editors who, as it seemed to us at the time, showed great judgment in selecting what was good and rejecting what was bad. We presume to think that the contents of the Act were not wholly good, notwithstanding that a remark which caused us some amusement in the last edition is still retained in this work. The author of the observations on the Conveyancing Act, 1881, observes, in a note at p. 32, that the Conveyancing Act "(which has been severely criticized) is understood to be the work of several gentlemen of great learning and professional eminence, and seems to the writer of these observations to be worthy of their reputation." This is very withering, but we imagine that the critics referred to would be likely to reply that, while they did not in the least dispute the learning or professional eminence of the framers of the Act, they declined to admit that they were infallible; and the best proof that the critics were right in this view is the fact that many of the more important criticisms are indorsed by the editors of the present volume. We doubt whether any critic said anything quite so unkind as the dry remark at p. 55, that the statutory forms of mortgage "are not to be recommended. They are but little shorter than the ordinary forms, and *they do not express in an intelligible way the effect they are intended to have.*"

The remarks on the Conveyancing Act are in general exceedingly valuable and practical, and include brief references to the most recent decisions. We are a little puzzled, however, with the observation on p. 47, with regard to relief under section 14 against forfeiture, which is reprinted from the last edition—viz., that "it may be proper in future to fix a sum as liquidated damages for breach of each material covenant; and as regards continuing breaches, for each day, week, or month during which the breach continues." This, we presume, is intended to ascertain the "reasonable compensation in money, to the satisfaction of the lessor," referred to in sub-section 1. But is it desirable or possible to settle beforehand the proper compensation to be paid for breach of a covenant? Surely no lessee would consent to a sum being fixed for all breaches alike, whether trivial or substantial, and no lessor would care to tie his hands by specifying a sum upon payment of which the lessee may, without fear of re-entry, break the most important covenant in the lease? We hope we have not misconstrued the remark, and should be glad of a fuller explanation of its object.

Turning to the matter which the editor has added to these "observations" in the present edition, we find a very proper caution, at p. 60, against too hasty reliance on section 5 of the Conveyancing Act, 1882, enabling a separate set of trustees to be appointed for any part of the trust property held upon trusts distinct from those relating to any other part or parts of the trust property:—

"It must be borne in mind that this section will not be applicable unless the trusts either were originally, or have by circumstances become, distinct, and, until settled by judicial decision, there may be a question as to what is a 'distinct trust' within the meaning of this section. In the common case of a will settling daughters' shares upon themselves and their issue, with an accruer clause carrying over for the benefit of the children generally the share of any child whose issue fails, it may be doubtful whether any daughter's share can be deemed to be held upon distinct trusts, so long as there is any possibility of the accruer clause taking effect with respect to it."

We are not surprised that, notwithstanding *Baynton* v. *Collins* (33 W. R. 41, L. R. 27 Ch. D. 604), the editor retains the opinion expressed in the last edition—that the terms of section 5 of the Married Women's Property Act, 1882, do not admit of the construction adopted in that case. We are a little disappointed to find no discussion of the course to be adopted to lessen the inconvenience occasioned by the decision in *Bellamy* v. *Metropolitan Board of Works* (31 W. R. 900), which is briefly referred to at p. 80, and as to which we fancy the editor might have supplied some useful hints. The *addenda* should have contained a reference to the decision on appeal in *Barlow* v. *Teal* (reported in 29 SOLICITORS' JOURNAL, 589, 4th of July last), with reference to the note at p. 98.

The only addition we have observed to the precedents contained in the last edition is a form of "conveyance of freeholds under a trust for sale in a will to the uses of a settlement" (p. 137). The first schedule to this conveyance is, no doubt, intended to contain the parcels, but it would have been desirable to say so in the precedent. There is a printer's error on p. 341 of "respecting" for "representing," which appears to have escaped notice in the *corrigenda*.

CORRESPONDENCE.

NOTICE OF CAUSE SETTLED.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your remark on this subject last week, Mr. Justice Field might have also been informed that the Associate when told, both verbally and by letter, by the plaintiff's solicitor that the case has been settled, still *refuses to take any notice whatever* of the fact without a joint formal consent from the solicitors on both sides.

London, Dec. 5. T. P. Y.

NEGOTIATING SALES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The case of *Millar* v. *Toulmin** brings prominently forward the present system, or the London system, of sales of property. It is surprising that the public have so readily fallen into it. A most admirable one for auctioneers and house agents, but without any real grounds for its continuance. Payment by way of commission upon the amount of purchase has nothing particularly to commend it. An auctioneer is merely an intermediary, frequently through the agency of an advertisement, and why should a commission be payable at all? A payment for services rendered—as at an auction—say £10 10s. or £21, or as might be arranged, is comprehensible; but that enormous sums should be paid, first, on a letting, and then on a sale, shows how modern customs grow.

* Tried before Lord Coleridge and a special jury on Nov. 30; reported at great length in the *Times* of Dec. 1st.

The mischief has been brought about by persons leaving the old ways of consulting their solicitors, and going direct to agents. And so nearly all the business in London of sales has passed away from solicitors. If they were generally consulted, they could make bargains with the gentlemen of the sale-rooms according to the trouble and time expended, and thus abolish a very pernicious and extortionate system which has sprung up in comparatively modern times.

A SOLICITOR.

London.

STATUTORY NOTICES TO CREDITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—By accident, I have not until to-day seen your article on this subject.

I have been endeavouring for several years to curtail the length of these notices, on account of the excessive charges made by the newspaper proprietors for such advertisements, and one reform I hoped to have secured was the omission of the addresses and additions of the executors, a matter of some length in the case of three or four executors.

But I see in the form you give in your number of the 26th of September last, you include these particulars, as the form states, "whose will was proved by C. D., of ."

If, as is usual, the particulars of claims are to be sent in to the solicitors of the executors, whose names are invariably at the foot of the advertisements, what is the need for giving the addresses of the executors?

I have now a case in my office where four executors have proved a will, whose addresses would occupy about five lines in print.

M.

[See "Current Topics."—ED. *S. J.*]

MARRIED WOMEN AND INCOME TAX.

[*To the Editor of the Solicitors' Journal.*]

Sir,—My attention has just been called to an article in your issue of the 14th ult. on the joint assessment of married persons' separate estates. The writer is of opinion that the Married Women's Property Act, 1882, has not repealed by implication the 45th section of 5 & 6 Vict. c. 35. In this I venture to think he is wrong. The weakness of his argument is shown in the sentence: "Now the Married Women's Property Act, 1882, however it may have affected the legal relationships of husband and wife, has not altered the habits of married life." Now, before the passing of the Act, the interest of a husband in his wife's property was much greater than at present, and where she had separate property, and no third person was appointed her trustee, the husband was deemed to be such. Since the 1st of January, 1883, all property coming to a married woman in any way is her separate property without the intervention of a trustee, whether husband or stranger; she is absolute mistress of it. During her life her husband has no interest in it, no control over it; she is in no way bound to account to him for it, or inform him what she is doing with it, or what profits or income she is making out of t; and, as he cannot compel her to make any disclosures, it seems absurd that he should have to declare his wife's income, and to pay thereon out of his own pocket, or to become liable to a penalty of £20 and treble the duty. I trust we may have other opinions on the subject, which is a very important one.

ALFRED CHAPMAN.

Income Tax Repayment Agency, 16, Artesian-road, W.

[See "Current Topics."—ED. *S. J.*]

THE ROYAL COURTS OF JUSTICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Having lately had to pass a few days at the Royal Courts, with abundance of leisure on my hands, I gave my attention to the proposal for flooring over the hall at, or about the level of, the courts, and the direct connection of the hall with the court corridors.

I was surprised to find how easily the alteration could be carried out. The openings might come between the buttresses of the hall, and under the large windows: they should be made in every alternate bay. It could be effected without risk or extravagant cost, and would not too severely tax the resources of any ordinary architect, while the result would be most satisfactory.

If we could have a flight of steps from inside the Strand entrance somewhat similar in size and proportions to that inside the principal entrance of the Palais de Justice at Brussels, what a noble approach to the new floor it would make!

SOLICITOR.

CASES OF THE WEEK.

COURT OF APPEAL.

STEWART & CO. *v.* THE MERCHANTS' MARINE INSURANCE CO. (Limited)—C. A. No. 1, 4th November; 7th December.

MARINE INSURANCE—TIME POLICY ON SHIP—MEMORANDUM AGAINST AVERAGE UNDER THREE PER CENT.—MODE OF CALCULATING LOSSES.

This appeal raised a point hitherto undecided in England, the question being whether, in the case of a time policy on a ship, whereby the ship is warranted free from average under three per cent unless general, in order to calculate whether the limit has been reached, the losses are to be taken at the end of each separate and distinct voyage, or in the aggregate at the end of the full period insured. The action was upon a marine policy, to recover the loss sustained by damage to the steamer *Windeliffe* by perils of the seas, and the defence was that the damage was a particular average loss, which did not exceed the limit excluded by the following memorandum contained in the policy:—"All other goods, also the ship and freight, shall be, and are, warranted free from average under three pounds per cent. unless general, or the ship be stranded, sunk, or burnt." The policy was for a year, and the ship was valued at £9,000. The defendants had subscribed for £1,000, and the plaintiffs, who were interested in the policy to the extent of £1,000, claimed in respect of a loss of £4 13s. 10d. per cent. In their defence the defendants alleged that no particular average loss amounting to or exceeding three per cent. or either valuation, separately or on the whole, accrued during any one voyage in the period covered by the policy, and that the loss was the aggregate of several distinct particular average losses to the ship, each of which occurred during a separate and distinct voyage, and each of which amounted to less than three per cent. of the value of the ship. The defendants admitted that the aggregate of the losses amounted to a sum exceeding three per cent., and that all the losses occurred within the period insured. On these facts it was alleged by the defendants that the case was not one for which they were liable. Stephen, J., held that, as the losses in the aggregate amounted to more than three per cent., they were within the exception, and to be borne by the defendants (L. R. 14 Q. B. D. 555, 32 W. R. Dig. 132). The appeal was argued on November 4, when judgment was reserved. On December 7, Lord ESHER, M.R., delivered the judgment of the court (Lord ESHER, M.R., COTTON, and LINDLEY, L.JJ.), allowing the appeal. He said that it had been decided as to a voyage policy on goods that average losses, although distinct, which have occurred on the same voyage, are to be added together in order to see whether the aggregate exceeds the limit. The same had been decided in *Blackett* v. *Royal Exchange Company* (2 C. & J. 244), with reference to a voyage policy on a ship. As to time policies, they were formerly for longer than a year, but, in 1794, a statute was passed declaring that they should be void if for more than a year. That was merely for revenue purposes, and if the statute was removed, time policies would be, as in almost every country, for longer than a year. In the case of a time policy on goods, it was almost impossible to suppose that the parties thereto could have intended as a matter of business that questions as to small average losses should stand over until the end of the time insured. There would probably be separate voyages, and perhaps a different captain and crew, and it would be practically impossible for the insurers, at the end of the time, to inquire into the circumstances of each loss, as to whether it was caused by sea perils or otherwise. The true reason for the memorandum was that, in order to prevent disputes as to small matters, the assured were willing to stand by a small loss. That reason was as applicable to a ship as to cargo. In the case of a voyage policy on a ship, the decision in *Blackett* v. *Royal Exchange Assurance Company* must be the law. But that was decided on the rules of construction applicable to ordinary instruments. But he protested against those rules being applied to such documents as policies of insurance and charter-parties are known to be, than which nothing could be imagined more unartistic and ungrammatical, or more different to other contracts, for they contain numberless distinct stipulations, and almost distinct contracts. The proper rule in such a case, when there was no jury to give assistance, was to bring to bear a knowledge of business, and to take for granted that merchants and insurers have acted in a business way, and to construe the document accordingly. Considering the matter in that way, the end of the voyage seemed to be the natural business moment when the parties would consider the losses. Therefore the court had come to the conclusion that, in a time policy on a ship, the separate and distinct voyage was the period to be considered for the purpose of calculating the losses, but that, in a voyage policy, the period was the whole time covered by the policy. As the losses in question had occurred in separate and distinct voyages, and none of them amounted to three per cent., the case was not taken out of the exception, and the assured was not entitled to recover in respect of any one of them.—COUNSEL, *Gorell Barnes; Hilbery.* SOLICITORS, *Waltons, Bubb, & Co.; Hilberys.*

LESLIE *v.* CAVE—C. A. No. 2, 4th December.

R. S. C., 1883, ORD. 31, R. 15—PRODUCTION FOR INSPECTION—DOCUMENTS REFERRED TO IN PLEADINGS—PRIVILEGE.

The decision of Pearson, J., in this case (*ante*, p. 76) has been affirmed by the Court of Appeal. An application was made by the defendant for an order for the production by the plaintiff for inspection of certain

documents which were referred to in the statement of claim. The defendant had given a notice for production under rule 15 of order 31, which provides that "every party to a cause or matter shall be entitled at any time, by notice in writing, to give notice to any other party, in whose pleadings or affidavits reference is made to any document, to produce such document for the inspection of the party giving such notice, or of his solicitor, and to permit him or them to take copies thereof; and any party not complying with such notice shall not afterwards be at liberty to put any such document in evidence on his behalf in such cause or matter, unless he shall satisfy the court or a judge that such document relates only to his own title, he being a defendant to the cause or matter, or that he had some other cause or excuse which the court or a judge shall deem sufficient for not complying with such notice, in which case the court or a judge may allow the same to be put in evidence." Pearson, J., held, on the authority of the decision of the Court of Appeal in *Roberts* v. *Oppenheim* (L. R. 26 Ch. D. 724, 28 SOLICITORS' JOURNAL, 443), that the right to production under this rule was not absolute, but that, notwithstanding the reference to the documents contained in the statement of claim, the plaintiff was entitled to the same privilege from production to which he would have been entitled if there had been no such reference. And his lordship refused the application on the ground that, as far as appeared, the documents in question related exclusively to the title of the plaintiff, and did not in any way assist the defendant's title. The Court of Appeal (LINDLEY and FRY, L.JJ.) affirmed the decision, holding that the case was governed by *Roberts* v. *Oppenheim*.—COUNSEL, *W. W. Karslake*, Q.C., and *Ingpen*. SOLICITORS, *Arnold & Co.*; *S. Lucas Hunt*.

In re THE CLITHEROE SETTLED ESTATE—C. A. No. 2, 1st December.

SETTLED LAND ACT, 1882, ss. 2 (SUB-SECTION 5), 56 (SUB-SECTION 2), 58 (SUB-SECTION 1, CLAUSE IX.)—SETTLED LAND—TENANT FOR LIFE—PERSON HAVING POWERS OF TENANT FOR LIFE.

The question in this case was whether a person, who was the first legal tenant for life of a settled estate, subject to a long term of years vested in trustees, was, within the meaning of the Settled Land Act, 1882, either the tenant for life of the estate, or a person having the powers of a tenant for life. A testator, who died on April 16, 1884, by his will, dated August 8, 1883, limited and appointed his Clitheroe estate to trustees for a term of 1,300 years, upon the trusts thereinafter expressed, and subject thereto, to the use of his second son, H., for life, with remainders over in strict settlement. The trusts of the 1,300 years' term were to raise portions for the younger sons and daughters of the testator; to pay certain annuities, including an annuity to H.; and to accumulate the surplus of the rents and profits as a sinking fund for the discharge of certain mortgage debts and other charges. The testator directed that the trustees should, upon his decease, "enter into and from thenceforth, and during the continuance of the trusts for the liquidation and extinction of debts and charges hereinbefore created, hold the possession or receipt of the rents and profits of" the Clitheroe estate, and "not deliver the same to any person beneficially interested in any part thereof," and manage or superintend the management of the estate as therein mentioned. Very full powers of management were given to the trustees, such as powers to fell timber, to direct or allow repairs or improvements, to open mines or quarries, to appoint receivers or stewards, &c. And the testator declared that, when all the trusts of the term should have been fully performed or satisfied, the term should cease. And the testator directed and appointed that, during the continuance of the term, the trustees should have such other powers over the estate as were given to a tenant for life in possession by the Settled Land Act, 1882, and as extended by his will. The trustees had agreed with the tenants of divers copyhold hereditaments, forming part of the estate, to sell to them the freehold and inheritance of the copyholds, so as to effect an enfranchisement thereof; and some of the intending purchasers had raised the objection that, by virtue of the Settled Land Act, H. had the powers of a tenant for life under that Act, and that, under section 56 (2), his consent was necessary to the sale by the trustees, and to the exercise by them of any power conferred by the will upon them for any purpose provided for in the Act. H. had declared that he intended to exercise over the estate the powers given by the Act to a tenant for life. The trustees presented a petition, under section 56 (3), asking the opinion, advice, or direction of the court (1) whether the trustees were or were not entitled, during the continuance of the term, to sell the freehold of the copyhold hereditaments, and generally to exercise the powers expressed to be conferred on them by the will for any purpose provided for in the Act, without the consent of H.; and (2) whether H. during the continuance of the trusts of the term was to be deemed a tenant for life of the estate, or a person having the powers of a tenant for life, within the meaning of the Act. Bacon, V.C., held (L. R. 28 Ch. D. 378) that, during the continuance of the trusts of the term, H. was to be deemed to be a tenant for life, or a person having the powers of a tenant for life, within the meaning of the Act, and that the trustees were not entitled during the continuance of the term to sell the estate or exercise the powers given to them by the will for any purpose provided for by the Act, without the consent of H. The Court of Appeal (Sir JAMES HANNEN, and BOWEN and FRY, L.JJ.) affirmed the decision as to its practical effect. Sir JAMES HANNEN said that, whether H. was tenant for life under section 2 of the Act, or a person having the powers of a tenant for life under section 58, his consent was necessary to the exercise of the power of sale. His lordship did not think it necessary to express an opinion whether H. was a tenant for life under the Act, because he was clearly of opinion that he was a person having the powers of a tenant for life under the 58th section. It was urged that he had not an estate in possession within the meaning of the Act, because his estate was subject to the term for the purpose of securing certain annuities, and to a trust for the accumulation of income for paying certain sums. But the fact that the estate was subject to a term for the purpose only of securing the payment of money did not, in his lordship's opinion, prevent it from being an estate in possession; and in *In re Jones* (L. R. 28 Ch. D. 736, 28 SOLICITORS' JOURNAL, 534) the Court of Appeal held that the fact that a person derived no actual benefit from the annual income of settled property, the residue of which, after payment of an annuity and interest on incumbrances, was given to him, did not prevent his being a person entitled to the powers given by the Act to a tenant for life. That was precisely the position of H. in the present case. FRY, L.J., said that, as at present advised, he was not satisfied that H. was a tenant for life within the meaning of the Act, but he agreed with Sir James Hannen that he was a person having the powers of a tenant for life within the meaning of section 58. BOWEN, L.J., concurred.—COUNSEL, *Spencer Butler*; *R. J. Cust*. SOLICITORS, *Nicholl, Manisty, & Co.*

CHRISTOPHER *v.* CROLL AND OTHERS—C. A. No. 1, 27th November.

PRACTICE—TIME FOR BRINGING AN APPEAL—R. S. C., 1883, ORD. 58, RR. 1, 15.

This was an appeal by the plaintiff from a judgment of Hawkins, J., at the trial. The action was tried on the 23rd of June, 1884, and the judgment entered on the 2nd of July. The notice of appeal was given on the 22nd of June, 1885, and the appeal was not entered till after the 2nd of July, 1885. The defendant's counsel objected that the appeal was out of time. The plaintiff appeared in person. The court (Lord ESHER, M.R., COTTON and BOWEN, L.JJ.) held, on the authority of *Ex parte Viney* (25 W. R. 364, L. R. 4 Ch. D. 794) and *Ex parte Saffery* (25 W. R. 572, L. R. 5 Ch. D. 365), that the notice of appeal constituted the "bringing of the appeal" within ord. 58, rr. 1 and 15, and that, the notice being served within the year from the judgment, the appeal was in time.—COUNSEL, *J. G. Witt*. SOLICITOR, *J. Tucker*.

BICKERTON *v.* WALKER—C. A. No. 2, 2nd December.

MORTGAGE—TRANSFER—LIABILITY OF TRANSFEREE TO EQUITIES BETWEEN MORTGAGOR AND MORTGAGEE.

In this case an important question arose as to the extent to which the transferee of a mortgage is affected by equities which existed between the mortgagor and the mortgagee at the date of the mortgage. On the 8th of July, 1879, the plaintiffs assigned their interests under a will in a sum of Consols, which was standing in the name of the trustee of the will, by way of mortgage, to secure a sum of £250, with interest, payable on the 8th of August, 1879. The mortgage deed contained a recital that the plaintiffs had received the £250, and the usual receipt for that sum was indorsed on the deed, and signed by the plaintiffs. On the 11th of March, 1879, the mortgagee assigned his security to a person who paid for it the full amount of £250, and who had no notice of any equity between the plaintiffs and the mortgagee, except the equity of redemption according to the form of the deed. The plaintiffs by this action alleged that they had, in fact, received from the mortgagee only £91 17s. 6d., and they claimed to be entitled to redeem the mortgage on payment of what had been actually advanced to them, with interest. Bacon, V.C., decided that, as regarded the assignee, the plaintiffs could only redeem on payment of the £250, with interest, and the Court of Appeal (Sir JAMES HANNEN, and BOWEN and FRY, L.JJ.) affirmed the decision. FRY, L.J. (who delivered the judgment of the court) said that the legal interest in the legacy being vested in the trustee of the will, the interests both of the plaintiffs and of the assignee were only equitable, and the real question was whether the adverse equities of these two persons were equal equities. If the merits of the one were greater than those of the other, the court would give priority to the greater merits; only if the merits were equal, would priority be given to the one which was prior in time? Now, the plaintiffs executed the deed, which recited that they had received the whole £250, and stipulated for a right to redeem on payment of £250 and interest. They signed the receipt stating that they had, in fact, received the £250, and they permitted the mortgagee to have possession of the deed which contained these false statements. No doubt they were, in a moral point of view, excusable for so acting, for they were deceived by those whom they trusted. But they were careless in placing in the hands of the mortgagee the means of deceiving other persons, and this, in the view of a court of equity, was a demerit. Was the assignee guilty of any negligence or want of care? He advanced his money on the faith of the production of the mortgage deed and the receipt signed by the plaintiffs, and, if the deed had been, not a mortgage, but an absolute assignment by the plaintiffs, it would have been clear that there would have been no negligence on the part of the assignee in not inquiring of the plaintiffs as to their rights or claims. No doubt, in the ordinary course of business, a prudent assignee of a mortgage would, before paying his money, require either the concurrence of the mortgagor in the assignment, or some information from him as to the state of accounts between him and the mortgagee. The reason for this was to be found in the fact that an assignee of a mortgage was affected by all transactions which might have taken taken place between the mortgagor and the mortgagee subsequently to the mortgage, and the assignor was bound to give credit for all moneys received by the mortgagee before he had given notice of the assignment to the mortgagor. But, in the present case, the assignment was made very soon after the execution of the mortgage, and before the

time for payment had arrived, so that, while it was possible, it was not very probable, that any payments would have been made either of principal or interest; and their lordships were of opinion that, if an assignee of a mortgage was willing to take the risk of any payments having been made by the mortgagor after the date of the mortgage, he was not guilty of carelessness or negligence if, in the absence of any circumstances to arouse suspicion, he relied upon the solemn assurance under the hand and seal of the mortgagor as to the real bargain carried into effect by the mortgage deed; upon the possession of that deed by the mortgagee; and upon the receipt for the full amount of the mortgage money under the hand of the mortgagor. The presence of a receipt indorsed upon a deed for the full amount of the consideration money had always been considered a highly important circumstance. The importance attached to this seemed, at first sight, a little remarkable, since the deed almost always contained a receipt for the money, and often a release by the party entitled to the money. But a deed might be delivered as an escrow, whereas there was no reason for giving a receipt till the money was actually paid, except to enable the person who took the receipt to produce faith by it. A deed was, perhaps, rarely understood by the parties to it; a receipt was on a level with the intelligence of ordinary men and women; he who ran might read and understand it. This decision of the court followed the general lines laid down by Kindersley, V.C., in *Rice* v. *Rice* (2 Drew. 73), though for the particular question, which distinguishes the present case from that, whether, for this purpose, there was any difference between a mortgage and an absolute conveyance, no authority which could assist the court had been cited. —Counsel, *Seward Brice; Millar, Q.C.*, and *J. G. Laing*. Solicitors, *G. Twynam; Walker & Mewburn Walker*.

Ex parte HARRIS—C. A. No. 1, 9th December.

Lodgers' Goods Protection Act, 1871 (34 & 35 Vict. c. 79), s. 1—Distress—Form of Declaration—Insufficiency of Declaration.

In this case a question arose under section 1 of the Lodgers' Goods Protection Act, 1871. Harris distrained for rent in arrear due from one William Bevan. Some of the goods distrained were claimed by Clara Bevan, who served on Harris a declaration under the above Act in the following form:—"To Samuel Harris,—I, Clara Bevan, do hereby declare that William Bevan has no right, or property, or beneficial interest in the furniture, goods, or chattels of which an inventory is hereunto annexed, but that such furniture, goods, and chattels are my property." Then followed the inventory. The declarant was not stated therein to be a lodger, nor was it stated whether any rent was due from her or not. Harris declining to withdraw the distress on these goods, the declarant applied to the magistrates for an order for their restoration. At the hearing it appeared that the declarant owed no rent to William Bevan. The magistrates made the order for the restoration. A motion was made on behalf of Harris to the Queen's Bench Division for a rule *nisi* for a *certiorari* to bring up the order in order to have it quashed, on the ground that the magistrates had no jurisdiction, the declaration being insufficient. Section 1 provides that the lodger must serve the superior landlord with a declaration in writing made by such lodger, setting forth (*inter alia*) "whether any and what rent is due, and for what period, from such lodger to his immediate landlord." It was contended that the declaration was insufficient under the Act because it did not state that the declarant was a lodger, nor did it state that she owed no rent to her immediate landlord. The Queen's Bench Division refused the rule. Harris appealed. The court (Lord Esher, M.R., Cotton and Bowen, L.JJ.) refused the rule. They said, as to the objection that the declaration did not state that the declarant was a lodger, that the statute did not require it, and, therefore, that objection failed. As to the objection that the declaration did not state that no rent was due from the declarant to her immediate landlord, the section meant that the declaration must state what rent, if any was due, but it need not state that no rent was due if such was the case. The fact that nothing was stated about rent was the same as saying that no rent was due. The declaration, therefore, was sufficient in point of form, and the rule *nisi* must be refused.—Counsel, *W. A. Attenborough*. Solicitor, *Frith Needham*.

HIGH COURT OF JUSTICE.

In re YOUNGS, DOGGETT *v.* REVETT—Pearson, J., 4th December.

Practice—Staying Proceedings in Action—Failure to obey Order for Payment of Costs.

This was an administration action, the defendant being the administrator of an intestate. The plaintiff had been ordered by the Court of Appeal to pay to the defendant certain costs. These costs not having been paid, the defendant applied by summons for a stay of the proceedings in the action until the costs should have been paid. On behalf of the plaintiff reliance was placed on *Morton* v. *Palmer* (L. R. 9 Q. B. D. 89) in which, a verdict having been found at the trial for the plaintiff, the Court of Appeal (reversing the order of a divisional court) ordered the verdict and the judgment thereon to be set aside, a new trial had, the costs of the first trial to abide the event; and it was ordered that the plaintiff should pay to the defendant the taxed costs of the appeal and of the application to the Divisional Court. These costs not having been paid by the plaintiff, a divisional court (Mathew and Cave, JJ.) refused to stay the proceedings in the action till they had been paid. Pearson, J., held that the old practice of the Court of Chancery ought to be followed and the proceedings stayed until payment of the costs. But he ordered the summons to stand over for a fortnight to enable the plaintiff to pay the costs.—Counsel, *Everitt*, Q.C., and *Herbert Smith; Job Bradford*. Solicitors, *Royle & Co.; W. H. Roberts*.

HUTCHINSON *v.* NORWOOD—Pearson, J., 4th December.

Infant—Removal of Next Friend—Substitution of Testamentary Guardian.

This was an application for the removal the next of friend of some infants. The action was brought on behalf of the insants during the life of their father by a next friend who acted with the father's authority. The father was now dead, and by his will he had appointed his wife, the mother of the infants, their guardian. The mother applied by summons to have the original next friend removed, and herself substituted as next friend. Pearson, J., held that the mother ought to be substituted.—Counsel, *Cozens-Hardy*, Q.C., and *Stallard; Cookson*, Q.C., and *Grosvenor Woods*. Solicitors, *W. S. James; G. S. & H. Brandon*.

In re HENSON'S POLICY TRUSTS—Pearson, J., 5th December.

Married Women's Property Act, 1870, s. 10—Policy for Benefit of Wife and Children—Appointment of Trustee by Court.

This was a petition—entitled in the matter of the Married Women's Property Acts, 1870 and 1882, and in the matter of the Trustee Acts, 1850 and 1852—asking for the appointment of a specified person as trustee for the purpose of receiving from an insurance company the proceeds of a policy of assurance effected in 1879 with the company by a husband on his own life. The policy purported to be effected, under the provisions of the Married Women's Property Act, 1870, for the benefit of the wife and children of the assured, in the proportions following—viz., that, if his wife and two or more children should survive him, one-third of the policy money should be paid to the wife, and the remaining two-thirds should be divisible equally among the children. In October, 1885, the husband died, leaving his wife and two infant children surviving him. The petition was presented by the widow and the two children, by a next friend, asking for the appointment of a specified person as a trustee for the purpose of receiving the money from the company, such sum to be held by him in trust, as to one-third part thereof, for the widow absolutely, and as to the remaining two-thirds for the two children in equal shares. Section 10 of the Act provides that when the sum secured by a policy so effected becomes payable, or at any time previously, "*a trustee* thereof may be appointed by the Court of Chancery in England . . . and the receipt of such trustee shall be a good discharge to the office." Pearson, J., declined to appoint a single trustee. He said that it would be contrary to the practice of the court to do so when a fund was to be retained on trust for infants.

The attention of the court was not called to the fact that the Act of 1870 is repealed by section 22 of the Married Women's Property Act, 1882, section 11 of which is substituted for section 10 of the Act of 1870. Section 11 provides that the insured may, by the policy, or by a memorandum, appoint a trustee or trustees of the policy-money. "In default of any such appointment of a trustee, such policy, immediately on its being effected, shall vest in the insured, and his or her legal personal representatives, in trust for the purposes aforesaid. If at the time of the death of the insured, or at any time afterwards, there shall be no trustee, or it shall be expedient to appoint a new trustee or new trustees, a trustee or trustees, or a new trustee or new trustees, may be appointed by any court having jurisdiction under the provisions of the Trustee Act, 1850, or the Acts amending and extending the same." *Vide In re Soutar's Policy Trust* (L. R. 26 Ch. D. 236, 28 Solicitor's Journal, 343).—Counsel, *E. Wilkinson*. Solicitors, *Bell, Brodrick, & Gray*.

JAMES *v.* WEBB—Chitty, J., 3rd December.

R. S. C., 1883, ord. 36, r. 21; App. L., No. 27—Setting down Cause on Further Consideration—Service of Notice to Other Parties.

In this case, the plaintiffs having set down their action for further consideration, and the defendant having taken out a summons to vary, the plaintiffs wrote to the defendant's solicitor a letter requesting him to set down the summons so as to come on with the hearing of the further consideration. This the defendant's solicitor did, but, the defendant not appearing at the hearing, an order was made on further consideration and dismissing the summons. The registrar declined to draw up the order, on the ground that notice that the cause had been set down for further consideration had not been served on the defendant in the form appended to R. S. C., 1883, ord. 36, r. 21; App. L., No. 27. Chitty, J., said that R. S. C., 1883, ord. 36, r. 21, did not refer to the form in the appendix as one which was to be peremptorily followed, and directed the registrar to draw up the order.—Counsel, *Bardswell*. Solicitors, *Ridsdale & Son*.

BLAKE *v.* GALE—Bacon, V.C., 25th, 26th, and 27th November.

Mortgagor and Mortgagee—Death of Mortgagor—Real Estate insufficient—Right to follow Personalty Distributed amongst Legatees—Acquiescence.

In this case second mortgagees sought to recover from the residuary legatees of the mortgagor the principal and interest of their mortgage, for which the real estate was no longer a sufficient security. The mortgagor died in 1859, and the personal estate was distributed amongst the residuary legatees in 1861. In 1883, Bacon, V.C., dismissed an action brought by the present plaintiffs against the executors, founded on the

devastavit, and they now brought this action against the residuary legatees. BACON, V.C., said that the plaintiffs had all along been aware of the position of the mortgagor's affairs, and had acquiesced in the distribution of the personal estate. They had deliberately elected to rely on their real security only, and could not now enforce their claims against the legatees. —COUNSEL, *Marten*, Q.C., and *Freeman*; *Hemming*, Q.C., and *B. B. Rogers*; *Begg*. SOLICITORS, *Duffield & Bruty*; *Blake & Heseltine*, for *Keith, Blake, & Co.*, Norwich.

In re THE LONDON AND SOUTHERN COUNTIES FREEHOLD LAND COMPANY—Chitty, J., 4th December.

COMPANIES ACT, 1862, SCHED. A., ARTS. 52, 53—INCORPORATION OF COMPANY—APPOINTMENT OF PROVISIONAL DIRECTORS.

In this case an application was made under the Companies Act, 1862, s. 35, for the rectification of the registered list of shareholders of the company by striking out therefrom the name of the applicant as a shareholder, on the ground that the shares (which represented a director's qualification) had been applied for on the condition that the applicant should be appointed a director, and that the condition had not been fulfilled. The articles of association of the company followed Schedule A. of the Companies Act, 1862, arts. 52, 53, to the effect that the names of the first directors should be determined by the subscribers to the memorandum of association, and that until directors were appointed the subscribers to the memorandum of association should be deemed to be directors, but the articles specially provided that the number of directors should be not less than three nor more than ten, and that two should form a quorum. A meeting of the seven subscribers to the memorandum of association was called by one of them, who was the promoter and secretary of the company, but the notice calling the meeting did not contain any notice of the business to be done at the meeting. The meeting was attended by the secretary and one other subscriber, and amongst the resolutions passed was one appointing Mr. Bentinck a director. CHITTY, J., said that it appeared to have been thought that the special article as to the constitution of a quorum controlled those providing for the appointment of the first directors by the subscribers to the memorandum. He, however, held that the special article only came into operation after the directors had been appointed, and did not apply to those persons who, in the language of Table A., were only "deemed to be directors." On the construction of articles similar to those in question it had been held in *Howbeach* v. *Teague* (5 H. & N. 151) that a minority of the subscribers did not form a quorum. It had been said that doubt was cast upon *Howbeach* v. *Teague* in the Court of Appeal by Lord Esher, M.R., in the case of *York Tramways Company* v. *Willows* (30 W. R. 624, at p. 628, L. R. 8 Q. B. D. 685, at p. 698). That, however, was not so. Lord Esher merely meant to say that that case was not within the point then actually before the Court of Appeal, and, therefore, that he had not considered it. *Howbeach* v. *Teague* was still a binding decision. Moreover, Lord Coleridge, C.J., in *York Tramways Company* v. *Willows* (p. 627), spoke with approval of *Howbeach* v. *Teague*. He, therefore, was of opinion that the applicant had not been appointed a director. Moreover, he was unable to assent to any proposition as to the sufficiency of the notice of meeting. The applicant was entitled to the order as asked, with costs against the company.—COUNSEL, *Macnaghten*, Q.C., and *Bramwell Davis*; *Bagnold*. SOLICITORS, *Cunliffes & Davenport*; *Appleyard*.

TAYLOR *v.* BLACKLOCK—Bacon, V.C., 3rd December.

TRUSTEE—MISAPPLICATION OF ONE TRUST FUND—INVESTMENT IN ANOTHER TRUST FUND—RIGHT TO FOLLOW—PURCHASER FOR VALUE WITHOUT NOTICE—PLEA RAISED AT THE HEARING.

In this case a question arose as to the right of a trustee to follow trust-moneys, which had been sold out and fraudulently invested without his knowledge, by his co-trustee in making good the co-trustee's misappropriation of moneys belonging to another trust fund, as against the legal holder of the other trust fund. The facts were, shortly, as follows:—C. was co-trustee with the plaintiff of trust funds belonging to the G. trust, and was also co-trustee of the defendant of other trust funds belonging to the P. trust. C., with the knowledge of the plaintiff, invested part of the G. trust funds in the purchase in his own name of £4,848 9*s*. Metropolitan Railway Stock, and paid the interest on it to the *cestuis que trust* of the G. trust. C. having received a sum of £1,187 as trustee of the P. trust, appropriated it to his own use, without the knowledge of the defendant, his co-trustee of the P. trust. The defendant, having written to C. as to the investment of this sum of £1,187, C. sold out part of the Metropolitan Railway Stock belonging to the G. trust, and invested part of the proceeds of such sale in the purchase, in the names of himself and the defendant, as trustees of the P. trust, of a sum of £1,143, debenture stock of the Caledonian Railway Company. In accordance with the practice of Scotch companies, the Caledonian stock so purchased was registered in the books of that company as held by C. and the defendant, as trustees of the P. trust. Some months after this purchase, C. informed the plaintiff, his co-trustee of the G. trust, that he, C., had sold part of the Metropolitan stock belonging to the G. trust, and was about to invest it in a mortgage of real estate. The plaintiff frequently inquired of C. whether it had been so invested, and C. always represented it was about to be done, and that the delay arose merely from some technical difficulty as to title. C. having died, the defendant caused the Caledonian stock to be transferred into his name alone, as sole surviving trustee of the P. trust. The plaintiff, who on C.'s death became sole surviving trustee of the G. trust, now claimed the Caledonian stock on behalf of the G. trust, it having been in fact purchased with the moneys arising from the sale of the Metropolitan stock belonging to the G. trust. The defendant by his defence denied any knowledge of the fact that the Caledonian stock had been purchased with the produce of the sale of the Metropolitan stock, and set up the plea that, even if it had been so purchased, the plaintiff having been guilty of negligence in allowing C. to have the sole control of the Metropolitan stock belonging to the G. trust, had no right to follow the fund. BACON, V.C., dismissed the action; he said it was a case in which one of two innocent parties should suffer, owing to the fraud of a third person. It had been urged that the defendant, not having explicitly set up by his defence the plea of purchaser for value without notice, could not raise it at the trial; but if that plea was a fair inference from the facts admitted by the pleadings, and the further written admissions of the parties to the action, then the court was bound to consider it. And that was the case here. From the facts admitted as to the manner in which the purchase of the Caledonian stock was made, it had been proved that the defendant had no notice of the fraud of C. The complete legal title to that stock since the death of C. had been, and now was, vested in the defendant. *Thorndike* v. *Hunt* (3 D. G. & J. 563) was a distinct authority against the claim. There had been no negligence or omission on the part of the defendant, whereas the plaintiff had been guilty of negligence in allowing C. to have the sole control of the G. trust funds. — COUNSEL, *Hemming*, Q.C., and *Chester*; *Marten*, Q.C., and *Hadley*. SOLICITORS, *J. J. & C. J. Allen*; *Blake & Heseltine*, agents for *John Wilkinson*, North Walsham.

In re DEARMER, JAMES *v.* DEARMER—Kay, J., 28th November; 3rd and 5th December.

HUSBAND AND WIFE—MARRIED WOMEN'S PROPERTY ACT, 1870, S. 1—GOODWILL OF BUSINESS—SEPARATE PROPERTY.

The facts in this case were that Mrs. Dearmer, previously to the year 1862, carried on the business of a ladies' school. In that year she married, and a settlement was made upon the marriage which did not in any way refer to, or affect to deal with, the business so carried on by her or the goodwill thereof. After the marriage, she continued to carry on the school. Her husband lived in the house, but he did not take any part in the business. The prospectuses of the school were in the lady's name, and he did not assist, in any manner, in the tuition. Out of the earnings of the school, the wife contributed to, if she did not substantially pay, the household expenses. Some of these earnings were invested by the husband in his own name, and another portion was invested in the purchase of the lease of the premises in which the school was carried on. The husband lived until after the passing of the Married Women's Property Act, 1870, and died in the year 1877. He did not, in any way, affect to deal with the property by his will, and he did not ostensibly, by any act of his, treat it as his own property. Upon his death, the question arose between the executors of his will, under which his infant children were interested, and the lady who survived him, as to who were entitled to the goodwill, property, and effects of the business. It appeared that, since the husband's death, Mrs. Dearmer had very much augmented the business, and had sold it for a considerable sum. KAY, J., after stating the facts, said that he was satisfied, upon the evidence before him, that the business was, in fact, carried on by the wife separately from the husband. It was, to all intents, the lady's own business, which she was evidently permitted by her husband to carry on for her own benefit. The goodwill became the property of the wife, as being an asset belonging to a business which she carried on separately from her husband within the meaning of section 1 of the Married Women's Property Act, 1870.—COUNSEL, *Robinson*, Q.C., and *Stokes*; *W. Pearson*, Q.C., and *Harry Nash*; *Northmore Lawrence* and *Butcher*. SOLICITORS, *George Clark*; *Charles Browning*.

MARTIN *v.* ROCKE, EYTON, & CO.—North, J., 19th, 20th, and 21st November, 2nd December.

PRINCIPAL AND AGENT—AUCTIONEER—PROCEEDS OF SALE—APPROPRIATION BY BANKER TO OVERDRAFT.

In this case the question arose whether, when an auctioneer has paid in the proceeds of sales to his account at a bank, the bankers can appropriate the sum paid in towards satisfaction of the auctioneer's overdraft when they know in what capacity he has received the money. G. M. was an auctioneer who was in the habit of holding fortnightly sales of cattle, for which he received the purchase-money, or cheques for the amount thereof, and paid the same into his private account at his bank. He himself paid the vendors the price paid for the cattle, after deducting therefrom his commission and any sums due to him from the vendors in respect of prior sales. On the 8th of December, 1884, G. M. sold a large quantity of cattle belonging to the plaintiff and other farmers, and received the purchase-money partly in coin and partly in cheques, amounting in all to £2,229, which he paid in to his account at the defendants' bank. The account was at this time overdrawn in excess of the amount so paid in; but there was an agreement between G. M. and the defendants that he should be allowed to overdraw his account up to £2,500, the defendants holding certain securities, including a guarantee for £1,500. On the 9th of December the defendants told G. M. that they would retain the proceeds of the sale just paid in, unless additional security were given. On the 12th of December the guarantors gave the defendants notice not to make any further advances to G. M. on the security of the guarantee. The defendants thereupon appropriated the proceeds of the sale towards satisfying G. M.'s overdraft, and this action was brought by

the plaintiff on behalf of himself and all other vendors of cattle at the above sale against the bank to obtain (1) a declaration that they were entitled to be paid out of the proceeds of the sale in the defendants' hands the amount of their respective purchase-moneys; (2) an account of the amounts received, and the persons to whom the same were respectively payable; and (3) payment of such amounts and costs. On the 2nd of December NORTH, J., delivered judgment, and stated that, under the circumstances, none of the cheques received by G. M., and paid by him into the bank, could represent the clear sum paid to him as the vendors' agent; nor could it be said that any specific part of such cheques was paid to him as agent. There was no doubt that the bank knew that the cheques paid in represented the proceeds of the sale. As to the money paid into the bank by notes and cash, there was no evidence to show whence it came, and it could not be earmarked. If G. M. had been a trustee who had committed a breach of trust, there was no doubt that the vendors might have followed the money into the hands of the bank: *Re Hallett's Estate, Knatchbull* v. *Hallett* (28 W. R. 732, L. R. 13 Ch. D. 696); *Ex parte Cooke, Re Strachan* (25 W. R. 171, L. R. 4 Ch. D. 123). The plaintiff urged that G. M. was a trustee of the proceeds of sale, that it was a breach of trust to pay in to his private account the money received, and that the bank had no power to retain the sum so paid in satisfaction of the trustee's private debt; and he relied on *Pannell* v. *Hurley* (2 Coll. 241); *Bodenham* v. *Hoskyns* (2 D. M. & G. 903). But the decision of the House of Lords in *Gray* v. *Johnston* (16 W. R. 842, L. R. 3 H. L. 1) showed that if the plaintiff was right in this contention the business of bankers could not be carried on, as they would be bound to inquire as to the source of every sum paid in. And here G. M. had not committed any breach of trust of which the bank had notice, as the cheques belonged to him, and were properly paid into his bank. The defendants had no means of knowing what proportion of the cheques was due to G. M. personally, and what proportion was payable to the vendors. They could not, therefore, be said to be privy to a breach of trust; there was merely the relation of debtor and creditor between them and G. M.: *Foley* v. *Hill* (2 H. L. C. 36). G. M. had acted with the utmost honesty throughout the transaction, but the conduct of the defendants had been extremely shabby. The action must be dismissed, but without costs.—COUNSEL, *Warmington*, Q.C., and *Russell Roberts*; *Barber*, Q.C., *B. B. Rogers*, and *R. O. B. Lane*. SOLICITORS, *Saunders, Hawksford, Bennett, & Co.*, for *Corner*, Hereford; *Cree & Sons*, for *Sothern & Montford*, Ludlow.

CASES AFFECTING SOLICITORS.

BEAN *v.* WADE—C. A. No. 1, 18th November; 17th December.

SOLICITOR—NEGLIGENCE—OMISSION TO GIVE NOTICE OF APPOINTMENT OF NEW TRUSTEES—IMPLIED RETAINER—STATUTE OF LIMITATIONS.

In this case the action was by trustees to recover £1,000 from Messrs. Wade & Co., solicitors, on the ground that, through the negligence of the solicitors, that amount had been lost to the trust fund. Miss E. Whittingstall, by her will, dated July 8, 1824, bequeathed £100,000 to a person for life, and then subject to certain trusts, under which, ultimately, Mr. J. G. Whittingstall Bean became entitled to a share of the £100,000. By a marriage settlement, dated February 2, 1871, Mr. J. G. W. Bean assigned all his reversionary interest under the above will to Mr. W. T. S. Cooper, a solicitor, as trustee of the settlement. No effectual notice of the settlement was given to the trustees of the will. The trust included certain real property, and the settlement contained a power of mortgage with the consent of the trustee. The defendants, Messrs. A. Wade, G. Wade, and E. Harper, who were solicitors in partnership at Hitchin, in Hertfordshire, and Shefford, in Bedfordshire, were solicitors for a Mr. Simkins, who had been asked to take a mortgage under the settlement. Mr. Cooper refused to concur in the mortgage, so that Simkins' title could not be perfected. Thereupon Mr. J. G. W. Bean went to the defendants, and on their advice a bill was filed on April 2, 1874, in which Mrs. Bean (by Mr. C. W. Bean as her next friend) was plaintiff, and Mr. Cooper and Mr. J. G. W. Bean were defendants, and it was sought to have Mr. Cooper removed from the trust, and to have new trustees appointed. On July 28, 1874, an order was made appointing the present plaintiff, Mr. C. W. Bean, and Mr. W. Morrison the new trustees, and on June 28, 1875, by the direction of the court, Mr. Cooper assigned to them all the property comprised in the settlement. The defendants acted in all matters connected with the removal of Mr. Cooper from the trusteeship and in the conveyance by him to the new trustees, and were paid by them under an order of court. The conveyance was prepared by one of the conveyancing counsel in the Court of Chancery, but the defendants did not ask him for instruction as to any notices that it might be necessary to serve. In February, 1879, Mr. J. G. W. Bean wrongfully assigned his reversionary share under Miss Whittingstall's will to a Mr. H. W. Burgess to secure an advance of £800, and on April 9, 1879, Mr. Burgess' solicitors gave notice of the assignment to the trustees of the will. An action was subsequently brought for the administration of the trusts of the £100,000, and an order was made by Hall, V.C., declaring that Mr. Burgess was entitled, as first incumbrancer, to Mr. J. G. W. Bean's reversionary share in preference to the plaintiffs. The latter had paid the interest of the amount so lost to their trust fund to the widow of Mr. J. G. W. Bean, and claimed in this action to recover the principal sum and interest from the defendants, on the ground that the loss had been due to their negligence in having failed to give notice within a reasonable time to the trustees of the will of the plaintiffs' appointment as the new trustees. For the defence it was contended (1) that the defendants had never been retained by the plaintiffs; (2) that the defendants had not been guilty of negligence; and (3), as regarded Mr. G. Wade, that the claim was barred by the Statute of Limitations. The action was tried by Cave, J., who decided the first two points against the defendants other than Mr. Harper, with whom the partnership had been dissolved. As to Mr. G. Wade, the writ against him was not issued until August 7, 1882, but Cave, J., held that the Statute of Limitations did not run till April 9, 1879, on which day Mr. Burgess served his notice. Judgment was given against Messrs A. & G. Wade, who appealed. The appeal was argued on November 18, when judgment was reserved. On December 12 LINDLEY, L.J., delivered the judgment of the court (Lord ESHER, M.R., and COTTON and LINDLEY, L.JJ.), allowing the appeal as regarded Mr G. Wade. He said that, under the decree, it became the duty of the plaintiffs to raise money to pay the taxed costs, to get a conveyance of the trust property from Cooper, and to get the deeds, &c., from him. Nothing was more natural or more in accordance with the ordinary course of business than that they should leave those matters to be attended to by Messrs. Wade & Co. Looking at the case from Messrs. Wade & Co.'s point of view, nothing would be more natural for them (in the absence of any reason to the contrary) than to attend to the carrying out of the decree without any fresh instructions, and to act for the new trustees in respect of that which they had to do under the decree, and to take it for granted that the new trustees would acquiesce in their so doing, and ratify their acts. The court could not avoid coming to the conclusion that, as a matter of fact, the relationship of solicitor and client existed between the new trustees and Mr. Wade from the date of their appointment, although there was no particular communication, verbal or written, which could be pointed to as constituting a retainer or appointment of Mr. Wade by the new trustees for whom he, in fact, acted. Nothing in the correspondence tended to weaken the inference which the court had drawn from the conduct of the parties and the usual course of business. The court being of opinion that Mr. Wade was the solicitor of the new trustees in the summer of 1875, was further of opinion that he was guilty of negligence in not giving the notice to the trustees of the will. Since *Searle* v. *Hall* (3 Russ. 1) it has been familiar knowledge to all lawyers that the title of an assignee of an equitable interest in trust funds cannot be considered safe until notice of the assignment has been given to the trustee of that fund. That was a matter which every solicitor is bound to know, and cannot expect his client to know. A solicitor employed by new trustees to see that a proper assignment is made to them of trust funds, neglects his duty if he does not either inform them of the necessity for giving such notice, or give it for them without instructions. The fact that the conveyancing counsel did not call Mr. Wade's attention to the necessity of giving the notice did not exonerate Mr. Wade from taking so very ordinary a precaution. Therefore the judgment against Mr. A. Wade was right. As to Mr. G. Wade, the court would have also held him liable but for the Statute of Limitations. More than seven years elapsed between the date of Cooper's conveyance and August 7, 1882, the date of the commencement of the action against Mr. G. Wade. It was, therefore, plain that more than six years elapsed between the time when notice ought to have been given and the commencement of such action. According to the cases of *Howell* v. *Young* (5 B. & C. 259), *Smith* v. *Fox* (6 Hare, 386), and *Re Hindmarsh* (1 Dr. & Sm. 129), a right of action of the kind in question was treated as arising from a breach of contract, and not from negligence apart from contract or from any breach of trust. Therefore the statute began to run in favour of Mr. G. Wade from the date of his breach of duty from his client—*i.e.*, at and from the time at which notice ought to have been given to the trustees of the will—and not from the time when the loss consequent on the omission to give that notice was sustained. Therefore, on that point, the appeal should be allowed, and judgment given for Mr. G. Wade.—COUNSEL, *Charles*, Q.C., and *Danckwerts*; *Jelf*, Q.C., and *Sills*. SOLICITORS, *Hare & Co.*; *F. Taylor*.

In re SUMMERVILLE—C. A. No. 2, 8th December.

PRACTICE—LUNACY—LUNATIC NOT SO FOUND—PETITION FOR APPLICATION OF PROPERTY—NOTICE SIGNED BY LONDON AGENT OF PETITIONER'S SOLICITOR—LUNACY ORDER, 1883, R 59.

This was a petition under sections 12, 13, and 15 of the Lunacy Regulation Act, 1862, for the application of the property of a lunatic not so found by inquisition towards her maintenance. Rule 59 of the Lunacy Order of 1883 provides that "the notice to the alleged lunatic of the application for an order in pursuance of the said sections shall be by service on him personally of a copy of the petition, with a notice thereon indorsed signed by the petitioner or his solicitor in the Form VIII. in the schedule, with such variations as the case may require." In the present case the notice was signed, not by the petitioner or his solicitor, but by the London agent of the petitioner's country solicitor, who signed expressly as agent for the country solicitor. The court (LINDLEY, FRY, and LOPES, L.JJ.) held that this signature was insufficient. LINDLEY, L.J., said that, if the London agent had been authorized to sign as solicitor for the petitioner, his signature would have been sufficient. But it was not sufficient for him to sign as agent.—COUNSEL, *W. D. Rawlins*. SOLICITORS, *Bolton, Robbins, Bush, & Co.*

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

(Before KAY, J.)

Dec. 7.—*In the Matter of Robert Dundas Strong, a Solicitor.*

This was an application to strike the name of the respondent off the roll. The facts of the case were, shortly stated, as follows:—In June, 1881, the respondent was in great pecuniary difficulties. He was acquainted, through his wife, with three young ladies, spinsters, who were living at Shepherd's Bush, and whose principal means of support

consisted of some house property in that neighbourhood, which was subject to a mortgage of small amount. These young ladies were induced by the respondent and his wife to lend to the respondent a sum of £670. At the same time he undertook to act as their solicitor. As security for the loan so made, the respondent purported to mortgage to the ladies a policy on his life and some costs due to him as solicitor of a company in liquidation, but both of these properties were subject to prior mortgages of large amount. He also handed to them a guarantee of his wife and sister, but his wife did not sign this document. The respondent subsequently received from the ladies a further sum of £135, which he suggested to them should be temporarily invested upon the security of costs owing to him, and which costs he himself afterwards received. The money advanced by the ladies had been obtained from a bank, with which the title deeds of the house property had been deposited as security, the prior mortgage being discharged out of additional sums advanced by the bank. On the 28th of February, 1882, the bank issued a writ against the ladies in an action to enforce this security, and the respondent acted as their solicitor. He put in on their part a defence which, he said, was for the purpose of delay, declining to admit that they had signed any document charging the property, and denying that any money was due. An order was made for a receiver, and another order for an affidavit of documents, and a motion was made for attachment of the ladies for not making such affidavit. On the 5th of June, 1882, an arrangement was made by the bank with the respondent to abandon the motion for attachment if he would consent to an order for sale on the hearing as a short cause. On the 1st of July judgment was taken by consent for sale in default of payment in six months. Afterwards a receiver was appointed, and he gave notice to the tenants to pay their rents to him. One of the tenants sent this notice to one of the three ladies, who thereupon communicated with the respondent, and, according to her statement, he said that the receiver was a new clerk of his, and that it was very stupid of him to make such a mistake, that she must take no notice of it, and that he would see that it did not happen again. The same lady deposed that the existence of the litigation was altogether concealed from her by the respondent, and the correspondence confirmed her statement. When the real state of affairs became known to the ladies, some friends of theirs came forward to assist them in the matter, and, having made arrangements for a transfer of the securities, they brought the respondent's conduct before the court by this motion, which not only sought to have him struck off the roll of solicitors, but also to have an account of the moneys due from him, with an order for payment, and a declaration that the amount due represented a debt or liability incurred by means of fraud, and the forbearance of which was obtained by means of fraud.

William Pearson, Q.C., and *Leonard Field*, appeared for the applicants.

Graham Hastings, Q.C., and *Sidney Woolf*, argued the case for the respondent, whose defence was twofold—first, a denial of the jurisdiction of the court to interfere on a summary application either to strike him off the roll or to direct an account against him; and, secondly, an attempt to make out that these were mere loan transactions independent of his professional character, and that no moneys were received by him in that character.

KAY, J., in delivering judgment, referred to the cases of *Re Aitkin* (4 B. & Ald., at p. 49) and *Re Blake* (3 E & E. 34), and said that he did not agree with the statement of the law made on the defendant's behalf, or with the view of the facts submitted. With reference to the facts, which his lordship detailed at great length, he said that he had shown that in the first and all subsequent transactions the respondent had acted as these ladies' solicitor, and his conclusion was that he obtained these moneys from them by concealing his real impecunious and hopeless position, and by fraudulently representing that he was giving them security. He fraudulently, as his lordship thought, neglected to give notice to perfect any of the securities he gave, and this he did in order that he might be able to realize some of them himself. He, without their knowledge and consent, received and applied to his own use all he could get of the costs he professed to pledge to them, and, finding his influence, with his wife's assistance, almost unbounded, though he knew they were on the verge of ruin through his means, he continued to extort from them money to pay the interest upon his own debt—the sum they had allowed him to borrow. He concealed from them the proceedings by the bank as long as possible by falsehoods told for the purpose of delaying the exposure of his conduct, and instigated his wife to use certain threats which were deposed to in order to prevent the matter being brought before the court. His lordship concluded thus:—I must hold that a man who could so avail himself of his position as a solicitor to prey upon three defenceless young ladies, his own clients, is not fit to remain upon the roll of an honourable profession, and I, therefore, order his name to be struck off. His lordship also gave directions as to an account of moneys due and repayment, and ordered that the respondent should pay all the costs of the application.

Graham Hastings asked that proceedings might be stayed pending an appeal, but his lordship refused to grant this.—*Times.*

On the 3rd inst. Mr. Justice Manisty, on being informed by counsel that his client had had a copy of the judge's notes in a case furnished to him by the judge's clerk, made an observation, in which the other members of the court fully concurred, to the effect that this practice was most irregular. His lordship said that copies ought to be furnished only for the judges before whom the motion for the new trial came on, and these ought to be properly bespoken and stamped. He should certainly not allow his clerk to furnish any solicitor with a copy of any notes taken by himself at a trial.

SOCIETIES.

LIVERPOOL INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee of this society:—

Sales by Auction of Real Property.—The committee devoted much time and labour in elaborating the scheme for the sale of real property by auction under the auspices of the society which was originally suggested by Mr. Nicholson and approved of at the last annual meeting; but soon after the arrangements were completed an objection was made that the execution by the society of the scheme was *ultrâ vires*. This objection proving to be well founded, a company, styled "The Law Sales Society, Limited," has been formed to carry out the scheme. As the question is of considerable local importance, the committee take this opportunity of explaining that the object of the company is not to make profit, but, in the interest of the public, to reduce, as far as possible, the expenses connected with the offer of real property for sale by auction. It is hoped that a large number of the profession will become shareholders in the company in order to facilitate the successful working of the new system, and that the profession in Liverpool and the neighbourhood generally will assist in giving it a fair trial.

Entry of Causes at the Assizes.—The committee have addressed a communication to the judges appointed to the Northern Circuit for the present assizes asking that ord. 36, r. 22b, which requires a cause to be set down seven days before the commission day, except by special leave, may be suspended in its operation so far as Liverpool and Manchester are concerned. Mr. Justice Mathew has kindly promised to bring the matter before the Rules Committee.

Points of Law and Practice in Conveyancing.—Messrs. J. Thornely, G. Mason, and J. W. Alsop have acted during the past year as conveyancing referees appointed to decide any differences between members with regard to the law or practice in conveyancing, and several cases of disputed practice have been dealt with by them. The following is an opinion given by them on the 25th of April last as to the powers of commissioners of the Court of Chancery of the County Palatine of Lancaster:—"We are of opinion that a commissioner to administer oaths in the Court of Chancery of the County Palatine of Lancaster, appointed under the 17 Geo. 2, c. 7, is an 'officer' now by law authorized to administer an oath within the meaning of section 18 of the 5 & 6 Will. 4, c. 62, and that consequently it is within his power to take a statutory declaration. Although in practice it was not usual before the Judicature Act, 1873, for commissioners of the superior courts of common law or of the Chancery of Lancaster to take such declarations, it seems to us that the words of the section apply to them just as they did to commissioners of the Court of Chancery before the Judicature Acts."

Court of Passage.—The judgment delivered by Mr. Justice Wills on the 27th of March last, in the case of *Spiers* v. *Daggers*, showed the necessity for some alteration in the constitution and practice of the Court of Passage, and with this object the corporation instructed Mr. H. H. Bremner (the deputy registrar) to draft a Bill. By the courtesy of the town clerk, the committee have had an opportunity of considering the draft Bill, but as the rules and orders proposed to be made applicable to the practice of the court have not yet been prepared, the committee withhold their report for the present.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. J. Anderson Rose in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), Edwin Hedger, J. H. Kays, W. B. Paterson, R. Pennington, Philip Rickman, H. T. Sankey (Canterbury), Sidney Smith, Frederic T. Woolbert, and J. T. Scott, secretary. A sum of £195 was distributed in grants of relief, one new member was admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

November, 1885.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

Arthur Statham Jecks, LL.B., who served his clerkship with Mr. Charles Few, of London.

Arthur David Brooks, who served his clerkship with Mr. John Francis Butlin, of Birmingham; and with Messrs. Wilkinson & Son, of London.

SECOND CLASS.

[In Alphabetical order.]

David James Bailey, who served his clerkship with Mr. James Yeoman, of Huddersfield.

William Bentley, who served his clerkship with Mr. Henry Ponting Cox, of Wem.

Frederick John Bevis, who served his clerkship with Mr. James Edmund Haslewood, of Brighton.

Edmund Brown Viney Christian, who served his clerkship with Mr. Robert Stevens Fraser, of London.

Edward Smith Dunhill, who served his clerkship with Mr. Thomas Holden, of Hull; and with Messrs. Chester, Mayhew, Broome, & Griffiths, of London.

Henry Charles King, who served his clerkship with Mr. James Crowdy, of the firm of Messrs. Crowdy, Son, & Tarry, of London.

Alfred Puleston, who served his clerkship with Mr. John Carrington Conquest, of the firm of Messrs. Conquest & Clare, of Bedford.

THIRD CLASS.

[In Alphabetical order.]

Walter Shawcross Chadwick, who served his clerkship with Mr. Thomas Chadwick, of Warwick; and with Messrs. Ullithorne, Currey, & Villiers, of London.

Walter Villiers Mulcaster, who served his clerkship with Mr. William Stephen Daglish, of Newcastle-on-Tyne.

William John Standring, who served his clerkship with Mr. Alfred Marples Sharp, of Epworth.

John Tonge, who served his clerkship with Mr. Richard Mason, of the firm of Messrs. H. E. & R. Mason, of Great Grimsby; and with Messrs. Hicks & Son, of London.

William Courthope Townshend Wilson, who served his clerkship with Mr. John Labron Johnson, of Liverpool.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Jecks, the prize of the Honourable Society of Clement's Inn—value ten guineas; and the Daniel Reardon Prize—value about twenty-five guineas.

To Mr. Brooks, the prize of the Honourable Society of Clifford's Inn—value ten guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was fifty-six.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting was held at the Law Institution, Chancery-lane, on Tuesday, the 8th inst., Mr. Ernest Todd in the chair. The question for debate was, "That it is desirable to introduce a system of national insurance to compel all persons to secure for themselves a provision against sickness and old age." The debate was opened in the affirmative by Mr. Van Sommer, who was supported by Messrs. G. B. Ellis and Rhys, and opposed by Messrs. Bilbrough, Riddell, Bennett, Crawford, Muir, and Dodd. The opener having replied, the question, on being put to the meeting, was negatived by a large majority.

LEGAL APPOINTMENTS.

Mr. HENRY ALEXANDER GIFFARD, Q.C., has been appointed Professor of Equity by the Council of Legal Education. Professor Giffard is the eldest son of Mr. Henry Giffard, of Guernsey, and was born in 1838. He was educated at Queen Elizabeth's College, Guernsey, and at Corpus Christi College, Oxford, where he graduated as a double first (classics and mathematics) in 1861. He obtained the Taylorian Scholarship and the Junior Mathematical Scholarship in 1859, and the Eldon Law Scholarship in 1861, and he was afterwards elected a senior student of Christ Church. He was called to the bar at Lincoln's-inn in Hilary Term, 1865. He practises in the Chancery Division and became a Queen's Counsel in 1882. He is a bencher of Lincoln's-inn.

Mr. THOMAS CHARLES WRIGHT, barrister, has been appointed Professor of the Law of Real and Personal Property by the Council of Legal Education. Professor Wright is the eldest son of the Rev. Edward Cooke Wright, and was born in 1823. He was called to the bar at Lincoln's-inn in Hilary Term, 1845. He practises as an equity draftsman and conveyancer.

Mr. WILLIAM HARDMAN, chairman of the Surrey Quarter Sessions, has received the honour of Knighthood. Sir W. Hardman is the only son of Mr. William Bridge Hardman, of Bury, Lancashire, and was born in 1828. He was educated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Easter Term, 1852. He has practised in the Court of Chancery and at the Parliamentary Bar. Sir W. Hardman is recorder of the borough of Kingston-upon-Thames, and a magistrate and deputy-lieutenant for Surrey, and he has been chairman of the Surrey Sessions since 1877.

Mr. CHARLES H. T. WHARTON, solicitor, of No. 31, John-street, Bedford-row, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS, &c.

JOHN PEMBERTON, THOMAS EDWARD SAMPSON, and BERNARD EDWIN JAMES, Liverpool, solicitors (Pemberton, Sampson, & James), so far as regards the said Bernard Edwin James. October 26. The business for the future will be carried on by the said John Pemberton and Thomas Edward Sampson alone, under the style or firm of Pemberton & Sampson. [*Gazette*, Dec. 4.]

OBITUARY.

MR. ROBERT SLANEY.

Mr. Robert Slaney, solicitor, died at Newcastle-under-Lyme, on the 7th ult., in his seventy-fourth year. Mr. Slaney was born in 1811. He was admitted a solicitor in 1846, and for many years he carried on an extensive business. He was a perpetual commissioner for Staffordshire, and on the establishment of the Newcastle-under-Lyme County Court (Circuit No. 26) he was appointed to the office of registrar. He resigned the office a few years ago, and was succeeded by his son and partner, Mr. Thomas Slaney, who was admitted a solicitor in 1873. Mr. Slaney had retired from practice about a year ago on account of failing health. He was for some time a member of the Newcastle-under-Lyme School Board.

MR. JOSEPH BEAUMONT.

Mr. Joseph Beaumont, barrister, formerly Chief Justice of British Guiana, died suddenly at his residence at Richmond from apoplexy on the 22nd ult. Mr. Beaumont was the eldest son of the Rev. Dr. Beaumont, of Bristol, and was born in 1828. He was called to the bar at the Inner Temple in Trinity Term, 1852, when he commenced to practise as an equity draftsman and conveyancer. In 1863 he was appointed Chief Justice of the Supreme Court of the Colony of British Guiana, and he held that office till 1868. On his return to England in the latter year he resumed his practice in the Court of Chancery, and at the time of his death he had a large junior business. Mr. Beaumont was an active member of the Conservative party in the Richmond district, and only three days before his death he had presided at a meeting of Sir John Ellis's supporters. He was married, in 1859, to the daughter of Mr. William Day.

SIR MORDAUNT LAWSON WELLS.

Sir Mordaunt Lawson Wells, serjeant-at-law, died at Rotherfield, Sussex, on the 26th ult. Sir M. Wells was the second son of Mr. Samuel Wells, and was born in 1817. He was called to the bar at the Middle Temple in Hilary Term, 1841, and he practised for many years on the Norfolk Circuit. He became a serjeant-at-law in 1856, and he was recorder of the borough of Bedford from 1855 till 1858, when he was appointed a judge of the Supreme Court of Bengal, and received the honour of knighthood. From 1860 till 1862 he was legal member of the Council of the Governor-General of India, and in that capacity he passed the Indian Penal Code. He resumed for a short period the position of a judge of the High Court, but he finally retired in 1863. After his return to England he practised for some years at the Parliamentary Bar. Sir M. Wells was married first, in 1840, to the daughter of Mr. Thomas Gresham, who died in 1860, and secondly, in 1872, to the daughter of Mr. Thomas William Ramsden, who died a few months ago.

MR. WILLIAM BENNETT FREELAND.

Mr. William Bennett Freeland, solicitor (of the firm of Freeland & Bellingham), died at Saffron Walden, on the 28th ult., at the age of seventy-four. Mr. Freeland was born in 1812. He was admitted a solicitor in 1836, and he had practised for nearly half a century at Saffron Walden, where he had an extensive and important business. A few years after his admission he was appointed town clerk, clerk of the peace, and coroner for the borough of Saffron Walden, and he held those offices for forty-three years, but two or three years ago he was succeeded by his partner, Mr. James Gordon Bellingham. Mr. Freeland was also clerk to the Commissioners of Taxes for the Freshwell Division of the county of Essex, and a perpetual commissioner for Essex and Cambridgeshire.

NEW LEGAL M.P.'S.

MEMBERS whose names are printed in italics were members of the House of Commons at the date of the dissolution.

ENGLAND AND WALES.

BARRISTERS.

BERKSHIRE, East—Sir George Russell, Bart. C
CAMBRIDGESHIRE, North—John Rigby, Q.C. L
CARMARTHENSHIRE, East—David Pugh. L
CORNWALL, North-East—Charles Augustus Vansittart Conybeare. L
DENBIGHSHIRE, East—*Right Hon. George Osborne Morgan*, Q.C. L
" West—William Cornwallis West. L
DEVONSHIRE, Barnstaple—George Pitt Lewis, Q.C. L
" Torquay—Lewis M'Iver. L
DORSETSHIRE, North—Hon. Edward Berkeley Portman. L
DURHAM, South-West—Llewellyn Archer Atherley Jones. L
ESSEX, Romford—John Westlake, Q.C. L
" South-East—*William Thomas Makins*. C
GLAMORGANSHIRE, South—Arthur John Williams. L
GLOUCESTERSHIRE, South—*Edward Stafford Howard*. L
HAMPSHIRE, New Forest—*Francis Compton*. C
KENT, St. Augustine's—*Aretus Akers Douglas*. C
LEICESTERSHIRE, Mid—Jabez Edward Johnson Ferguson L

LINCOLNSHIRE—*Right Hon. Edward Stanhope.* C
MIDDLESEX, Harrow—William Ambrose, Q.C. C
" Tottenham—Joseph Howard. C
MONMOUTHSHIRE, North—Thomas Phillips Price. L
" West—Cornelius Marshall Warmington, Q.C. L
MONTGOMERYSHIRE—*Stuart Rendel.* L
NORFOLK, Mid—*R. T. Gurdon.* L
NORTHAMPTONSHIRE—Francis Alston Channing. L
OXFORDSHIRE, Mid—Francis William Maclean. L
SHROPSHIRE, South—Robert Jasper More. L
STAFFORDSHIRE, Kingswinford—*Alexander Staveley Hill*, D.C.L., Q.C. C
YORKSHIRE—West Riding, Otley—*Sir Andrew Fairbairn.* L

SOLICITORS.

PEMBROKESHIRE—William Davies. L
WARWICKSHIRE, South-East—Henry Peyton Cobb. L

SCOTLAND.

BARRISTERS AND ADVOCATES.

BERWICKSHIRE—*Hon. Edward Marjoribanks.* L
FIFESHIRE—John Boyd Kinnear. L
LANARKSHIRE, Partick—Alexander Craig Sellar. L

SOLICITORS.

AYRSHIRE, South—Eugene Wason. L
INVERNESSS-HIRE—*Charles Fraser Macintosh.* L

IRELAND.

BARRISTERS.

ANTRIM, South—*John William Ellison Macartney.* C
DOWNSHIRE, North—Thomas Waring. C
KILDARE, North—*Edward Mulhollen Marum.* H R
KILKENNY, North—Joseph Lawrence Carew. H R
MONAGHAN, South—*Sir Joseph Neale M'Kenna.* H R
ROSCOMMON, South—*Andrew Commins*, LL.D. H R
QUEEN'S COUNTY, Ossory—*Arthur O'Connor.* H R

SOLICITORS.

CORK—Maurice Healy. H R
DONEGAL, West—Patrick O'Hea. H R
DOWNSHIRE, South—*John Francis Small.* H R
KILKENNY, South—Patrick Allen Chance. H R
TYRONE, West—William James Reynolds. H R

LEGAL NEWS.

Referring to the charge against Mr. Nehemiah Learoyd at Bow-street on Tuesday, the 8th inst., we are desired to say that the defendant is not, and never has been, a member of the firm of Learoyd & James, solicitors, 1 and 2, Poultry, E.C.

At Bow-street, on Tuesday, Mr. Nehemiah Learoyd, solicitor, who was summoned to answer a charge of forging two affidavits, did not attend, and Mr. Batchelor, on behalf of the Treasury, asked that a warrant should be granted for his apprehension. Mr. George Lewis said that on a previous occasion he had been instructed by Mr. Learoyd, whom he had known for some years, to apply for a postponement of the case on the grounds of ill-health. After the last adjournment he (Mr. Lewis) had considered it his duty to communicate with the prosecution, and suggested the course they should adopt in this matter. In consequence certain precautions were taken, but Mr. Learoyd had not appeared, and he (Mr. Lewis) could not oppose the application. Warrant issued.

The following are the circuits chosen by the judges of the Queen's Bench Division for the ensuing Winter Assizes, which are expected to commence about the 11th of January next—viz., Western Circuit, Mr. Justice Grove and Mr. Justice Stephen; North Wales Circuit, Mr. Baron Pollock; South Wales Circuit, Lord Chief Justice Coleridge; Oxford Circuit, Mr. Baron Huddleston and Mr. Justice Wills; Midland Circuit, Mr. Justice Manisty and Mr. Justice Mathew; South-Eastern Circuit, Mr. Justice Hawkins; North-Eastern Circuit, Mr. Justice Cave and Mr. Justice A. L. Smith; and Northern Circuit, Mr. Justice Day and the new judge to be appointed. Mr. Justice Denman and Mr. Justice Field will remain in town.

A writer in the *New York Evening Telegram* says that some years ago a man called Alsup "was tried in Webster County on the charge of murder in the second degree before a judge named Heckert, and a jury. The jury returned a verdict of guilty of manslaughter in the third degree. When the jury had retired, the judge, in a trembling voice, said: 'Mr. Sheriff, have the prisoner stand up until sentence is passed upon him.' After Alsup stood up, his Honour continued: 'Have you anything to say why sentence should not be passed upon you?' 'Only this, judge,' said the prisoner coolly, 'if you sentence me I will cut your heart out.' His Honour took out his handkerchief, blew his nose, looked at the ceiling, and then turning to the sheriff, said: 'Mr. Sheriff, this man is a very bad egg; I guess you had better turn him loose'; and Alsup walked out a free man."

At the Marylebone Police-court, on Wednesday, Albert William Stephens, of 75, Falkland-road, Kentish Town, was summoned, at the instance of the Incorporated Law Society of the United Kingdom, for, on July 27, wilfully and falsely pretending to be a solicitor. Mr. Humphreys prosecuted. From the opening statement and the evidence it appeared that on the date mentioned the defendant wrote a letter to a Mr. Pyle, of Rose-villa, Harlesden, to the effect that he was instructed by Mr. Plant, of Hornsey, to apply to him for the payment of £3 9s. 7d., and that unless that amount and 5s. expenses be paid to him by a certain date he should proceed to recover the same. Mr. Pyle sent the letter to Messrs. Gregor & Buckley, of Great Winchester-street, his solicitors, who having made inquiries, found that the defendant was not a solicitor, and placed the matter in the hands of the Incorporated Law Society. The present proceedings were then begun. A second letter of a similar character was received from the defendant in August. The defendant now pleaded "Guilty" to the offence, and said that he was only a debt collector, and if he had acted as a solicitor and had infringed the law it had been done unwittingly, and he was sorry for it. Mr. de Rutzen observed that if the defendant had indicated in his letter that he was a debt collector, no harm would have been done. The sooner persons were made aware that letters such as the defendant had sent could not be allowed, the better it would be. He fined the defendant £10 with 2s. costs, and, in default of distress, one month's imprisonment.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Dec. 14	Mr. Koe	Mr. Lavie	Mr. King	Mr. Jackson
Tuesday ... 15	Clowes	Pugh	Farrer	Carrington
Wed..... 16	Carrington	Lavie	King	Jackson
Thursday.. 17	Jackson	Pugh	Farrer	Carrington
Friday 18	Pugh	Lavie	King	Jackson
Saturday .. 19	Lavie	Pugh	Farrer	Carrington

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Dec..... 14	Mr. Beal	Mr. Pemberton	Mr. Clowes
Tuesday 15	Leach	Ward	Koe
Wednesday..... 16	Beal	Pemberton	Clowes
Thursday..... 17	Leach	Ward	Koe
Friday 18	Beal	Pemberton	Clowes
Saturday 19	Leach	Ward	Koe

COMPANIES

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLTAMI COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Dec 1, directed to be heard before Chitty, J., on Dec 12. Blaxland, Queen Victoria st, solicitor for the petitioner

HAMPTON COURT STEAM LAUNDRY COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 21, it was ordered that the company be wound up. White, New inn, solicitor for the petitioner

MASONIC AND GENERAL LIFE ASSURANCE COMPANY, LIMITED.—Petition for winding up, presented Dec 3, directed to be heard before Pearson, J., on Saturday, Dec 12. Angier, Chancery lane, solicitor for the petitioner

SOUTH EUROPE MINING COMPANY, LIMITED.—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, 3, Coleman st bldgs. Friday, Jan 29 at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Dec. 4.]

GOLD HILLS MINES, LIMITED.—By an order made by Bacon, V.C., dated Nov 28, it was ordered that the voluntary winding up of the mines be continued. Snell and Co, George st, Mansion House, petitioners

GREAT EASTERN SYNDICATE, LIMITED.—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to John Edey, 10, St Swithin's lane. Monday, Jan 18 at 12, is appointed for hearing and adjudicating upon the debts and claims

IMPERIAL GALVANIZED IRON COMPANY, LIMITED.—Pearson, J., has, by an order dated Nov 18, appointed George Bytheway, Walsall, to be official liquidator. Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Jan 21 at 1, is appointed for hearing and adjudicating on the claims

LISBON BERLYN (TRANSVAAL) GOLDFIELDS, LIMITED.—By an order made by Bacon, V.C., dated Oct 31, it was ordered that the voluntary winding up of the goldfields be continued. Indermaur and Brown, Chancery lane, agents for Davis, Birmingham, solicitor for the petitioner

LONLON AND PROVINCIAL GIRLS' BOARDING SCHOOL COMPANY, LIMITED.—Petition for winding up, presented Dec 5, directed to be heard before Pearson, J., on Dec 19. Behrend, Bucklersbury, solicitor for the petitioner

NEUROGENE COMPANY, LIMITED.—By an order made by Pearson, J., dated Nov 28, it was ordered that the company be wound up. Law and Worssam, Holborn Viaduct, agents for Buckby and Marshall, Leicester, solicitors for the petitioner

ROSHERVILLE HOTEL COMPANY, LIMITED.—By an order made by Kay J., dated Nov 28, it was ordered that the company be wound up. Chinery and Co, Brabant ct, solicitors for the petitioners

UNION LOAN AND DISCOUNT COMPANY, LIMITED.—Pearson, J., has, by an order dated Nov 20, appointed John Sutherland Harmood Banner, Liverpool, to be official liquidator

WEST BROMWICH COLLIERY COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 28, it was ordered that the company be wound up. Robinson and Dees, New inn, agents for Shakespeare, Oldbury, solicitor for the petitioner

[*Gazette*, Dec. 8.]

UNLIMITED IN CHANCERY.

BRISTOL PORT AND CHANNEL DOCK COMPANY.—Chitty, J., has fixed Dec 14 at 11, at his chambers, Royal Courts, for the appointment of an official liquidator [*Gazette*, Dec. 4.]

COUNTY PALATINE OF LANCASTER. LIMITED IN CHANCERY.

NOISELESS TYRE COMPANY, LIMITED.—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to James Eckersley, 64, Cross st, Manchester. Thursday, Jan 14 at 12, at the chambers of the Registrar, is appointed for hearing and adjudicating upon the debts and claims [*Gazette*, Dec. 8.]

FRIENDLY SOCIETIES DISSOLVED.

FLOWER OF THE HILL LODGE, Loyal Order of Alfreds, Merthyr Unity, Board School Room, Varteg, Monmouth. Nov 30 [*Gazette*, Dec. 4.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

BETHELL, CHRISTOPHER, Maffeking, Bechuanaland, South Africa. March 25. Bethell v Bethell, Kay, J. Bainton, Beverley, York

FINLAY, WILLIAM MATHERS, Leyton, Essex, Gent. Dec 31. Finlay v Clarke, Chitty, J. Webb, Barbican

SAUL, JOHN, Allonby, Cumberland, Farmer. Dec 31. Saul v Saul, Chitty, J. Hayton, Cockermouth [*Gazette*, Dec. 1.]

MAINPRIZE, VICKERMAN, Flamborough, York, Gent. Jan 6. Mainprize v Mainprize, Chitty, J. Cooper, Bridlington

MELLERS, CHARLOTTE MARY, Newton, Derby. Dec 31. Chambers v Smith, Pearson, J. Parsons, Mansfield

NEWMAN, MARY, Salhouse, Norfolk. Jan 1. Clark v Newman, Chitty, J. Havers, Norwich

SCHUNCK, SUSANNA CATHERINA DOROTHEA, Greenheys, near Manchester. Jan 4. Gallenga v Schunck, Chitty, J. Darbishire, Manchester

STANIAR, JOHN, Manchester, Wire Worker. Jan 11. Evans v Haigh and Staniar v Evans, Pearson, J. Orford, Manchester [*Gazette*, Dec. 4.]

JOHNSON, JOHN, Loftus in Cleveland, York, Farmer. Jan 5. Johnson v Johnson, Kay, J. Jackson and Jackson, Loftus in Cleveland

SWANN, DAVID, Balne, Snaith, York, Farmer. Dec 31. Clark v Swann, Pearson, J. Fisher, Doncaster [*Gazette*, Dec. 8.]

CREDITORS UNDER 22 & 23 VICT. CAP 36.

LAST DAY OF CLAIM.

ACKROYD, JANE ELIZABETH, Halifax. Jan 11. Boocock, Halifax

ACKROYD, LAVINIA, Halifax. Jan 11. Boocock, Halifax

ALLAN, JAMES, Cheapside, Straw Hat Warehouseman. Jan 25. Smith and Co, Bread st, Cheapside

BARGE, Rev THOMAS, St Patrick's Church, Soho sq, Clerk. Jan 1. Arnold and Co, Carey st, Lincoln's inn

BEARE, MARY, Thorpe, Norwich. Dec 29. Copeman and Ladell, Norwich

CARDWELL, FRANCIS, Wakefield, York, Gent. Jan 15. Mander, Wakefield

CHIRNSIDE, PETER, Newham, Northumberland, Farmer. Jan 1. Sanderson and Westherhead, Berwick upon Tweed

CLOUGH, CHARLES JAMES, Graham's Town, Cape of Good Hope, Shopkeeper. March 31. Wells and Hind, Nottingham

COATES, RICHARD, Cuckfield, Sussex, Gent. Dec 15. Lamb and Evett, Brighton

COLMAN, WILLIAM THOMAS, North Malvern, Worcester. Jan 1. Allen and Beauchamp, Worcester

DEAN, RICHARD RYDER, Gloucester place, Portman sq, Barrister at Law. Dec 24. Still and Son. New sq, Lincoln's inn

GUEST, EDWARD BIRD, Broadwas, Worcester, Gent. Dec 31. Knott, Worcester

GUNSON, ISAAC, Leake, Hurns End, Lincoln, Farmer. Dec 3. Rice and Co, Boston

HARTLEY, STEPHEN NEWBY, Broughton in Furness, Yeoman. Dec 24. Butler, Broughton in Furness

JAMES, WILLIAM POWELL, Hamilton Gardens, Grove End rd, Esq, M.A. Jan 21. Schultz and Son, South sq, Gray's inn

KENTISH, JOHN JAMES, West Croydon, Surrey, Gent. Jan 31. Darvill and Co, Windsor

LULHAM, EDWARD, Eastbourne, Sussex, Retired Tradesman. Jan 31. Scott, Basinghall st

MACKIE, ROBERT BOWNAS, Wakefield, Esq. Jan 15. Mander, Wakefield

MATON, HUGH, Llangonoyd, Glamorgan, Colliery Manager. Dec 24. Lee and Powning, Salisbury

MUHLEISUM-ARNOLD, MARIA, Saint Just, nr Penzance. March 1. Ravenscroft and Co, John st, Bedford row

PARMETER, FRANCIS, Reepham, Norfolk, Gent. Jan 31. Bircham and Co, Parliament st, Westminster

PERRIN, ROBERT, West Brighton, Sussex, Esq. Dec 15. Clarke and Howlett, Brighton

PORTER, JOHN, Whitewell, nr Clitheroe, Farmer. Dec 28. Clarke, Preston

ROADS, RICHARD ALEXANDER, Roman rd, Caledonian rd, Horse Dealer, Jan 11. Garrett, Great James st, Bedford row

SELLAR, THOMAS, Bagshot, Surrey, Merchant. Dec 31. Murray and Co, Birchin lane

THORNTON, RICHARD, Sydenham Hill, Surrey, Esq. Dec 31. Bowerman, Gray's inn sq

TICEHURST, JAMES, Brighton, Builder. Jan 7. Freeman-Gell and Co, Brighton

WHITESIDE, WILLIAM OWEN, Thurloe pl, South Kensington, Esq. Dec 31. Wickings and Co, Lincoln's inn fields

WIGAN, HENRY, Eversley, Edmonton, Hop Merchant. Jan 31. Maples and Co, Frederick's pl, Old Jewry

WILLIAMS, THOMAS, Chantry rd, Stockwell, Oil and Colourman. Jan 15. Prior and Co, Lincoln's inn fields [*Gazette*, Nov. 27.]

ABRAM, GEORGE, Middle Temple lane, Law Stationer. Dec 31. Chamberlayne and Beaumont, Lincoln's inn fields

ABRAM, MARY ANN, Belsize crsnt, Hampstead. Dec 31. Chamberlayne and Beaumont

BROWN, Frederick, Liverpool. Gent. Dec 27. Cross, Liverpool

CARR, WALTER, Connaught st, Hyde pk. Jan 1. Saxton and Morgan

CARR, WILLIAM, Bovingdon, nr Hemel Hempstead, Herts, Gent. Jan 1. Saxton and Morgan, Somerset st, Portman sq

COOKE, BENJAMIN, Albert rd, Battersea. Builder. Jan 1. Tibbits and Son, Field ct, Gray's inn

DOBSON, WILLIAM, Bowness, Westmoreland. Dec 31. Dobson, Kendal

DRABBLE, HARRY EVELYN, Sheffield. Dec 31. Taylor, Norfolk row, Sheffield.

DRABBLE, ROBERT CHARLES, Sheffield, Dentist. Dec 31. Taylor, Norfolk row, Sheffield.

GARDNER, JOSEPH, Witney, Oxford, Gent. Jan 18. Westell, Witney

HAGUE, THOMAS, Crompton Lancaster, Gent. Jan 8. Standring and Taylor, Rochdale

HODGKINSON, HARRY, Manchester. Merchant. Dec 31. Addleshaw and Warburton, Manchester

HOPKINS, JOHN, Soham, Cambridge, Farmer. Dec 31. Bendall, Newmarket

LEIGH, WILLIAM HEATON, Manchester, Timber Merchant. Jan 9. Sutton and Elliott, Manchester

MORDECAI, CHARLOTTE, Cambridge. Dec 19. Lyon, Cambridge

POTTER, JOHN HENRY, Upper st, Islington, Licensed Victualler. Dec. 22. Johnson and Co, Queen st, Cheapside

RAINWORTH, JOSEPH, Chesterfield, Gent. Dec 26. Gratton and Marsden, Chesterfield

SIBLEY, WILLIAM WHICHER, Nottingham, Gent. Jan 1. Burton and Eking, Nottingham

STEPHEN, JAMES, Holly Hall, Worcester, Cashier. Jan 1. Ward, Dudley

WEBB, JOHN, Euston rd, Solicitor. Dec 31. Johnson and Master, Theobald's rd, Bedford row [*Gazette*, Dec. 1.]

SALE OF ENSUING WEEK.

Dec. 15.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Reversions (see advertisement, Dec. 5, p. 102).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HALL.—Nov. 26, at 25, Bonaccord-terrace, Aberdeen, the wife of Harvey Hall, advocate, of a son.

MONTGOMERIE.—Nov. 26, at 1, Cromwell-place, S.W., the wife of F. Montgomerie, barrister-at-law, of a son.

DEATHS.

DAWSON.—Nov. 23, at Clifton Bank, Ilkley, Henry Dawson, of Leeds and Ilkley, solicitor, aged 66.

FREELAND.—Nov. 28, at Saffron Walden, William Bennett Freeland, thirty-four years town clerk of Saffron Walden, aged 74.

RAIMONDI.—Dec. 1, at 51, Eardley-crescent, South Kensington, Willoughby Raimondi, solicitor, aged 85.

RALPH.—Dec. 5, John R. K. Ralph, M.A., Lincoln's-inn, barrister-at-law, Lifton House, Leeds.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

FRIDAY, Dec. 4, 1885.

Hamilton, C H, Canterbury, Captain. Nov 30

TUESDAY, Dec. 8, 1885.

White, John Thomas Porter Baxter, Luton, Bedford. Dec 4

THE BANKRUPTCY ACT, 1883.

FRIDAY, Dec. 4, 1885.

RECEIVING ORDERS.

Abbott, George, Nottingham, Sugar Boiler. Nottingham. Pet Dec 1. Ord Dec 1. Exam Dec 15

Andersen, Lars, North Shields, Northumberland, Provision Store Dealer. Newcastle on Tyne. Pet Dec 2. Ord Dec 2. Exam Dec 15

Barnard, Alfred Francis, King's Arms yd, Solicitor. High Court. Pet Sept 29. Ord Dec 1. Exam Jan 20 at 11 at 34, Lincoln's inn fields

Barnard, Arthur, High Holborn, Betting Agent. High Court. Pet Sept 25. Ord Dec 1. Exam Jan 20 at 11 at 34, Lincoln's inn fields

Barrell, Frederick Benjamin, a Prisoner for Debt in Holloway Gaol, Cab Driver. High Court. Pet Nov 28. Ord Nov 30. Exam Jan 20 at 11 at 34, Lincoln's inn fields

Bennett, William Thomas, Birmingham, Builder. Birmingham. Pet Nov 28. Ord Nov 28. Exam Dec 31 at 10.30

Broughton, Faulknall, Burton on Trent, Staffordshire, Wheelwright. Burton upon Trent. Pet Nov 14. Ord Nov 25. Exam Dec 23 at 1.30

Bruff, Edmund Thomas, Chancery lane, Solicitor. High Court. Pet Nov 21. Ord Nov 30. Exam Jan 20 at 11 at 34, Lincoln's inn fields

Burgin, James, Eastwood, Nottinghamshire, Shopkeeper. Derby. Pet Nov 30. Ord Nov 30. Exam Dec 19

Casinelli, John, Exeter, Ice Cream Vendor. Exeter. Pet Dec 2. Ord Dec 2. Exam Jan 14 at 11

Chapman, Walter William, Standon, Hertfordshire, Farmer. Hertford. Pet Dec 1. Ord Dec 2. Exam Jan 1 at 12

Charles, Richard, Griffithstown, nr Pontypool, Mon, Grocer. Newport, Mon. Pet Dec 2. Ord Dec 2. Exam Dec 15 at 11

Collings, George Frederick, Scarborough, Draper. Scarborough. Pet Dec 1. Ord Dec 1. Exam Jan 5 at 12

Cordukes, John, Kirklington, nr Ripon, Farmer. Northallerton. Pet Nov 30. Ord Nov 30. Exam Dec 21 at 11.30 at Court house, Northallerton

Crossley, William Henry, Brighton, Builder. Brighton. Pet Nov 30. Ord Nov 30. Exam Dec 17 at 12

Dyson, Mary, Huddersfield, Tailor. Bradford. Pet Nov 19. Ord Dec 1. Exam Dec 18

Garratt, Thomas, Bury, Lancashire, Grocer. Bolton. Pet Nov 30. Ord Nov 30. Exam Dec 16 at 11

Gaskin, William, Kelling, Norfolk, Publican. Norwich. Pet Nov 20. Ord Dec 1. Exam Dec 16 at 12 at Shirehall, Norwich Castle

Griffith, Gualter Craddock, Pall Mall, Barrister at Law. High Court. Ord made under sec 103. Ord Nov 28. Exam Jan 22 at 11 at 34, Lincoln's inn fields

Hill, George Caster, Fletton, Huntingdonshire, Corn Merchant. Peterborough. Pet Nov 30. Ord Nov 30. Exam Dec 21 at 12

Hopwood, Elisabeth, Gee Cross, Cheshire, Hat Manufacturer. Ashton under Lyne and Stalybridge. Pet Dec 1. Ord Dec 1. Exam Dec 10

Hughes, Robert, Ramsgate, Furniture Dealer. Canterbury. Pet Dec 1. Ord Dec 1. Exam Dec 18

Mellor, John, Uttoxeter, Staffordshire, Travelling China Dealer. Burton upon Trent. Pet Nov 30. Ord Nov 30. Exam Dec 23 at 1.30

Morris, Robert, and Thomas Arthur Pratt, Nottingham, Lace Manufacturers. Nottingham. Pet Dec 2. Ord Dec 2. Exam Dec 15

Penny, Edward Charles James, Pitminster, Somersetshire, Carpenter. Taunton. Pet Nov 30. Ord Nov 30. Exam Dec 23 at 3, at Guildhall, Taunton
Phipps, Robert Joseph, and George Thomas Phipps, St George, Gloucestershire, Contractors. Bristol. Pet Dec 2. Ord Dec 2. Exam Dec 22 at 12, at Guildhall, Bristol
Pooley, William, Grays Thurrock, Essex, Temperance Beverage Manufacturer. Rochester. Pet Nov 30. Ord Dec 1. Exam Dec 17 at 2
Prickett, Thomas, New Hedges, nr Tenby, Blacksmith. Pembroke Dock. Pet Nov 30. Ord Nov 30. Exam Dec 11 at 11.30
Richmond, John, and Alfred Richmond, Nottingham, Plumbers. Nottingham. Pet Dec 1. Ord Dec 1. Exam Dec 15
Roberts, William, Pensarn, nr Abergele, Denbighshire, Innkeeper. Rangor. Pet Dec 1. Ord Dec 1. Exam Jan 11 at 12.30
Rolfe, James, Boston, Lincolnshire, Baker. Boston. Pet Nov 18. Ord Dec 2. Exam Jan 7 at 2
Sellers, James, jun, Lowestoft, Suffolk, Fish Buyer. Great Yarmouth. Pet Nov 30. Ord Nov 30. Exam Dec 14 at 2.30, at Townhall, Great Yarmouth
Wallis, Thomas, Eastbourne, Bricklayer. Lewes and Eastbourne. Pet Dec 1. Ord Dec 1. Exam Jan 1
Warren, William, Weston super Mare, Temperance Hotel Proprietor. Bridgwater. Pet Nov 30. Ord Nov 30. Exam Dec 16 at 11
Webber, John, North Wootton, Dairyman. Wells. Pet Dec 2. Ord Dec 2. Exam Jan 19 at 12
Wilkinson, Joseph, Birstal, Yorks. Blacksmith. Dewsbury. Pet Nov 30. Ord Nov 30. Exam Dec 23
Worfolk, William, Knottingley, Yorks, Ship Builder. Wakefield. Pet Nov 30. Ord Nov 30. Exam Dec 17
Wornell, John, Brockley, Stone Merchant. High Court. Pet Nov 30. Ord Nov 30. Exam Jan 19 at 11, at 34, Lincoln's inn fields
Wraight, William Henry, and Arthur Charles Nairne, Ramsgate, Wheelwrights. Canterbury. Pet Dec 1. Ord Dec 1. Exam Dec 18

RECEIVING ORDER RESCINDED.

Lambert, Thomas Eyre, Galway, Ireland, Captain in 38th Regiment. High Court Receiving Ord Mar 7. Rescis Nov 28

FIRST MEETINGS.

Anderson, Lars, North Shields, Provision Dealer. Dec 16 at 11. Official Receiver, Pink lane, Newcastle on Tyne
Bamford, George, and John William Bamford, Milnsbridge, nr Huddersfield, Waste Openers. Dec 11 at 11. Official Receiver, New st, Huddersfield
Brain, William Robert, Middlesborough, Boot Dealer. Dec 15 at 11.45. Queen's Hotel, Leeds
Butler, Patrick, Wells st, Cavendish sq, Physician. Dec 11 at 2. 33, Carey st, Lincoln's inn
Casinelli, John, Exeter, Ice Cream Vendor. Dec 16 at 10. Official Receiver, 18, Bedford circus, Exeter
Clark, William Thomas, Lapworth, Warwickshire, Licensed Victualler. Dec 14 at 11. Official Receiver, Birmingham
Cole, Isaac Leggett, Gt. Yarmouth, General Shop Keeper. Dec 14 at 2.15. L. Blake, South Quay, Gt. Yarmouth
Cordukes, John, Kirklington, nr Ripon, Farmer. Dec 14 at 3.30. Strickland's Railway Hotel, Thirsk Junction
Cowap, Henry, Elton, nr Sandbach, Cheshire, Grocer. Dec 15 at 12. Official Receiver, 23, King Edward st, Macclesfield
Crossley, William Henry, Brighton, Builder. Dec 11 at 12. Official Receiver, 29, Bond st, Brighton
Dovenor, Christopher, Minskip, Yorks, Farmer. Dec 14 at 3. Strickland's Railway Hotel, Thirsk Junction
Drayson, John, and Thomas Henry Drayson, Elmstone, Kent, Farmers. Dec 11 at 10. 32, St. George's st, Canterbury
Dunkley, James Henry, Yeovil, Pianoforte Manufacturer. Dec 11 at 1.15. Official Receiver, Salisbury
Dyson, Mary, Huddersfield, Tailor. Dec 14 at 11. Official Receiver, 31, Manor row, Bradford
Fleet, Arthur, Crewe, Cheshire, Grocer. Dec 15 at 10.30. 152, Hospital st, Nantwich
Fletcher, William Burman, Kingston upon Hull, Provision Dealer. Dec 11 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Ford, Edwin Charles, Newent, Gloucestershire, Farmer. Dec 12 at 4.30. Feathers' Hotel, Ledbury
Forshaw, William, Liverpool, out of business. Dec 15 at 3. Official Receiver, 35, Victoria st, Liverpool
Garratt, Thomas, Bury, Lancashire, Grocer. Dec 14 at 3. 16, Wood st, Bolton
Gooch, Arthur Brooks, Stoney st, Southwark, Potato Dealer. Dec 14 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Goodhall, John, Middlesborough, Contractor. Dec 17 at 11. Official Receiver, 8, Albert rd, Middlesborough
Griffith, Robert, Carnarvon, Draper's Clerk. Dec 12 at 12. Official Receiver, Crypt chbrs, Chester
Hawkins, Charles Wilson, Blackpool, Lancashire, Cotton Spinner. Dec 15 at 3. County Court, Winckley st, Preston
Hill, George Caster, Fletton, Huntingdonshire, Corn Merchant. Dec 18 at 12. County Court, Peterborough
Hopwood, Elizabeth, Gee Cross, Cheshire, Hat Manufacturer. Dec 14 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne
Jenkins, Henry Francis, Landport, Hants, Butcher. Dec 12 at 11. Official Receiver, 166, Queen st, Portsea
Jensen, Rasmus, and Mary Ann Stokes, Grays, Essex, Grocers. Dec 12 at 11.30. Messrs. Nickinson, Prall, and Nickinson, 51, Chancery lane
Mansbridge, Walter, Southford Mill, Isle of Wight, Miller. Dec 12 at 1.30. Official Receiver, Newport, Isle of Wight
Mellor, John, Uttoxeter, Staffordshire, China Dealer. Dec 14 at 2. White Hart Hotel, Uttoxeter
Merritt, John James, High st, Shoreditch, Builder. Dec 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Newby, James Edward, Blackburn, Grocer. Dec 14 at 2.30. White Bull, Church st, Blackburn
Penny, Edward Charles James, Pitminster, Somersetshire, Carpenter. Dec 12 at 10. Official Receiver, 9, Middle st, Taunton
Pooley, William, Grays Thurrock, Essex, Temperance Beverage Manufacturer. Dec 15 at 11.30. Official Receiver, Eastgate, Rochester
Roberts, William, Pensarn, nr Abergele, Denbighshire, Innkeeper. Dec 15 at 3.30. Railway Tavern, Pensarn, Abergele
Rous, John Goodwin, Lowestoft, Suffolk, Grocer. Dec 11 at 1. Auction Mart, Tokenhouse yard, London
Scholes, Thomas, Stockton on Tees, Tea Dealer. Dec 14 at 11. Official Receiver, 8, Albert rd, Middlesborough
Sellers, James, jun., Lowestoft, Suffolk, Fish Buyer. Dec 14 at 1. L. Blake, South Quay, Great Yarmouth
Sheffield, James Thomas, Whitechapel rd, Confectioner. Dec 11 at 12. 33, Carey st, Lincoln's inn
Sheppard, George, Weston super Mare, Confectioner. Dec 16 at 11.30. York Hotel, Weston super Mare
Smith, Robert Hierons, Cromer, Norfolk, Grocer. Dec 11 at 12. Auction Mart, Tokenhouse yd, London
Trye, Reginald Edward, Leckhampton, Gloucestershire, Clerk in Holy Orders. Dec 15 at 3.30. County Court, Cheltenham
Walker, David, Washingborough, Lincolnshire, Farmer. Dec 14 at 12. Official Receiver, 2, St Benedict's sq, Lincoln
Wilkinson, Thomas, Stockton on Tees, Currier. Dec 15 at 11. Queen's Hotel, Leeds
Witt, James Joseph, and Ann Witt, Connaught st, Hyde pk, Greengrocers. Dec 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Wray, Francis, and George Walker, Cardiff, Builders. Dec 15 at 11.30. Official Receiver, 3, Crockherbtown, Cardiff
The following amended notice is substituted for that published in the London Gazette of Dec 1.
Wood, William, Brockley, Kent, Ironmonger. Dec 11 at 3. Official Receiver, 109, Victoria st, Westminster

ADJUDICATIONS.

Banister, Herbert Charles, Bradford, out of business. Bradford. Pet Nov 18. Ord Dec 1
Bennett, William Thomas, Birmingham, Builder. Birmingham. Pet Nov 28. Ord Nov 30
Bostock, John Derby, Machinist. Derby. Pet Nov 3. Ord Dec 1
Bradberry, Joseph, Huddleston rd, Tuffnell pk, Cheesemonger. High Court. Pet Nov 25. Ord Dec 2
Bruff, Edmund Thomas, Chancery lane, Solicitor. High Court. Pet Nov 21. Ord Dec 1
Burgin, James, Eastwood, Notts, Shopkeeper. Derby. Pet Nov 30. Ord Nov 30
Casinelli, John, Exeter, Ice Cream Vendor. Exeter. Pet Dec 2. Ord Dec 2
Cooper, Edward Quilter, Easthorpe, Essex, Farmer. Colchester. Pet Oct 23. Ord Dec 1
Cordukes, John, Kirklington, nr Ripon, Farmer. Northallerton. Pet Nov 30. Ord Nov 30
Edwards, Alfred, Dudley, Worcestershire, Grocer. Dudley. Ord Sept 15. Ord Sept 18
Fowler, Hugh Nottingham, York, out of business. York. Pet Nov 16. Ord Nov 28
Goldstein, Morris, Cheapside, Jeweller. High Court. Pet Nov 13. Ord Nov 30
Gough, Thomas, Smethwick, Staffordshire, Builder. Oldbury. Pet Nov 2. Ord Dec 2
Hannay, John, Lea Cross, Salop, Surgeon. Shrewsbury. Pet Nov 19. Ord Dec 1
Harnott, George William, Commercial rd, Peckham, Firewood Merchant. High Court. Pet Oct 24. Ord Nov 30
Jenkins, William, sen, Wolverhampton, Wheelwright's Foreman. Wolverhampton. Pet Nov 26. Ord Dec 1
Lawson, William Richard, Ilkeston, Derbyshire, Boot Dealer. Derby. Pet Nov 2. Ord Dec 1
Macgill, Andrew, St Leonard's rd, Bromley by Bow, Doctor of Medicine. High Court. Pet Nov 28. Ord Dec 2
Perry, James, Stourbridge, Worcestershire, Grocer. Stourbridge. Pet Nov 2. Ord Dec 2
Pink, Priscilla Bristol, Schoolmistress. Bristol. Pet Nov 16. Ord Dec 2
Redfern, Thomas, Leek, Staffordshire, Solicitor. Macclesfield. Pet Nov 7. Ord Dec 1
Rowe, Francis, Tavistock, Devon, Builder. East Stonehouse. Pet Nov 17. Ord Dec 2
Thomas, Henry, Coventry, Watch Manufacturer. Coventry. Pet Nov 13. Ord Dec 2
Thomas, John Trotter, Cheltenham, Colliery Owner. Cheltenham. Pet Aug 10. Ord Dec 2
Wilkinson, Thomas, Stockton on Tees, Currier. Stockton on Tees and Middlesborough. Pet Nov 13. Ord Dec 2
Williams, Edward William, Brighouse, Yorks, Tailor and Clothier. Halifax. Pet Nov 18. Ord Dec 1
Worth, George, Broad st bldgs, Printer. High Court. Pet Oct 23. Ord Nov 30

TUESDAY, Dec. 8, 1885.

RECEIVING ORDERS.

Armitage, Cedric, Liverpool, Boot Dealer. Liverpool. Pet Dec 4. Ord Dec 4. Exam Dec 17 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Bell, Amelia, and Francis Bell, Norwich, Seedsmen. Norwich. Pet Dec 3. Ord Dec 3. Exam Jan 13 at 12 at Shirehall, Norwich Castle
Bowman, William, Liverpool, Chemist. Liverpool. Pet Sept 19. Ord Dec 3. Exam Dec 17 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Dawson, Edwin, Stamford, Lincolnshire, Baker. Peterborough. Pet Dec 3. Ord Dec 5. Exam Dec 29 at 12
Falconer, William, New Swindon, Fancy Warehouseman. Swindon. Pet Dec 1. Ord Dec 1. Exam Jan 13 at 2
Faulds, James Anderson, Park pl, St. James, Club Proprietor. High Court. Pet Dec 5. Ord Dec 5. Exam Jan 22 at 11 at 34, Lincoln's inn fields
Forsythe, John, Camden rd, Turf Commission Agent. High Court. Pet Oct 29. Ord Dec 5. Exam Jan 22 at 11 at 34, Lincoln's inn fields
Ginster, Mathias Joseph Landenberg, Brownhills, Staffordshire, Artificial Manure Manufacturer. Walsall. Pet Oct 8. Ord Dec 2. Exam Dec 21 at 2
Goodwin, Tugwell Robins, St. Peter's sq, Hammersmith, Gent. High Court. Pet Nov 11. Ord Dec 5. Exam Jan 22 at 11 at 34, Lincoln's inn fields
Harlow, Percy Jonathan Sturges, Cheltenham, out of business. Cheltenham. Pet Dec 4. Ord Dec 4. Exam Jan 1 at 12
Heap, Henry, Manchester, Calico Printer. Blackburn. Pet Dec 4. Ord Dec 4. Exam Dec 22 at 11.30
Heath, Vernon, Piccadilly, Photographer. High Court. Pet Mar 17. Ord Dec 2. Exam Jan 22 at 11 at 34, Lincoln's inn fields
Hobday, Thomas Leonard, New Clee, Lincolnshire, Fishing Vessel Owner. Great Grimbsby. Pet Dec 2. Ord Dec 2. Exam Dec 17 at 11 at Townhall, Great Grimsby
Holiday, H. T., Southampton bldgs, Chancery lane, Hotel Proprietor. High Court. Pet Nov 11. Ord Dec 5. Exam Jan 22 at 11 at 34, Lincoln's inn fields
Hutchinson, John, Stockton on Tees, Painter. Stockton on Tees and Middlesborough. Pet Dec 5. Ord Dec 5. Exam Dec 16
Jones, David, Everton, Liverpool, Draper. Liverpool. Pet Dec 4. Ord Dec 4. Exam Dec 17 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Keats, Frederick George, Southampton, Grocer. Southampton. Pet Dec 4. Ord Dec 4. Exam Dec 18 at 12
King, Richard Rechab, Burton on Trent, Staffordshire, Clothier. Burton on Trent. Pet Dec 3. Ord Dec 4. Exam Dec 23 at 1.30
Lenton, John William, Sheffield, Draper. Sheffield. Pet Dec 5. Ord Dec 5. Exam Jan 7 at 11.30
Marshall, Louisa, Hove, Sussex, Boarding House Keeper. Brighton. Pet Dec 4. Ord Dec 5. Exam Jan 14 at 11
Mortimore, Charles, Exeter, Oil Merchant. Exeter. Pet Dec 5. Ord Dec 5. Exam Jan 14 at 11
Muir, George Horace, Tokenhouse yd, Stockbroker. High Court, Pet Nov 9. Ord Nov 27. Exam Jan 14
Mulholland, W. J., South st, Dorking, Boot Maker. Croydon. Pet Nov 17. Ord Nov 27. Exam Jan 8
Nicholas, Owen, Llangeler, Carmarthenshire, Farmer. Carmarthen. Pet Dec 5. Ord Dec 5. Exam Dec 16
Nutter, Thomas, Colne, Lancashire, Plasterer. Burnley. Pet Dec 2. Ord Dec 2. Exam Jan 7 at 10
Owles, Eustace William, Chancery lane, Solicitor. High Court. Pet Dec 3. Ord Dec 3. Exam Jan 21 at 11, at 34, Lincoln's inn fields

Pearce, Charles Thomas, Bristol, Clerk. Bristol. Pet Dec 3. Ord Dec 3. Exam Dec 22
Read, Charles Allen, Forrest terr, Greenhithe. High Court. Pet Nov 17. Ord Dec 4. Exam Jan 28 at 11, at 34, Lincoln's inn fields
Roberts, Joseph Samuel, Birkenhead, Provision Dealer. Birkenhead. Pet Dec 5. Ord Dec 5. Exam Dec 16
Rhys, Edward Horton, the Parade, Epsom, Horse Trainer. Croydon. Pet Aug 8. Ord Nov 27. Exam Jan 8
Smith, Daniel Manley, Balsall Heath, Worcestershire, Labourer. Birmingham. Pet Sept 25. Ord Dec 3. Exam Jan 6
Short, George James, Portsea, Hampshire, Grocer. Portsmouth. Pet Dec 5. Ord Dec 5. Exam Dec 21
Smith, Thomas, Otley, Yorks, Yeast Dealer. Leeds. Pet Dec 5. Ord Dec 5. Exam Jan 5 at 11
Vallis, Frederick, Birmingham, Tailor. Birmingham. Pet Nov 17. Ord Dec 3. Exam Jan 6
Winter, Elizabeth, Gateshead, Durham, Cabinet Maker. Newcastle on Tyne. Pet Dec 3. Ord Dec 3. Exam Dec 17
Winterbottom, James, Oldham, Tailor. Oldham. Pet Nov 3. Ord Dec 4. Exam Jan 26 at 11

FIRST MEETINGS.

Abbott, George, Nottingham, Sugar Boiler. Dec 16 at 12. Official Receiver, 1, High pvmnt, Nottingham
Bennett, William Thomas, Birmingham, Builder. Dec 21 at 11. Official Receiver, Birmingham
Boston, Walter, Darlington, Tobacconist. Dec 15 at 11.30. Queen's Hotel, Leeds
Bragg, Robert, Ringford rd, West Hill, Wandsworth, Builder. Dec 16 at 3. Official Receiver, 109, Victoria st, Westminster
Broughton, Faulknall, Burton upon Trent, Wheelwright. Dec 16 at 2.30. White Hart Hotel, Burton
Burgin, James, Eastwood, Nottinghamshire, Shopkeeper. Dec 16 at 11. Official Receiver, St James's chbrs, Derby
Chapman, Walter William, Standon, Hertfordshire, Farmer. Dec 16 at 12. Dinsdale Arms Hotel, Hertford
Charles, Richard, Griffithstown, nr Pontypool, Grocer. Dec 15 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon.
Collings, George Frederick, Scarborough, Draper. Dec 15 at 11.30. Official Receiver, 74, Newborough st, Scarborough
Falconer, William, New Swindon, Fancy Warehouseman and Music Seller. Dec 17 at 11.30. Official Receiver, 32, High st, Swindon, Wilts
Ellington, Henry Ridley, and John Thomas Aldred, Friday st, Warehousemen. Notice is hereby given, that the First Meeting of Creditors in the above matter, advertised to be held on the 14th day of December inst., at 11, is unavoidably postponed until further notice
Gerwill, William, Holloway rd, Islington, Plumber. Dec 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ginster, Mathias Joseph Landenberg, Brownhills, Staffordshire, Artificial Manure Manufacturer. Dec 16 at 11.15. Official Receiver, Bridge st, Walsall
Hain, William Clements, High rd, Willesden green, Grocer. Dec 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Harrison, Joseph, Birmingham, Draper. Dec 16 at 11. Official Receiver, Birmingham
Hobday, Thomas Leonard, New Clee, Lincolnshire, Fishing Vessel Owner. Dec 17 at 2. Official Receiver, 3, Haven st, Gt Grimsby
Keats, Frederick George, Southampton, Grocer. Dec 18 at 11. Official Receiver, 4, East st, Southampton
King, Richard Rechab, Burton upon Trent, Clothier. Dec 16 at 3.30. White Hart Hotel, Burton
McKenzie, Frank, Queen's rd, Bayswater, Gent. Dec 17 at 12. 33, Carey st, Lincoln's inn
Mineard, Edwin, Warwick rd, Kensington, Builder. Dec 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Mulholland, W J, South st, Dorking, Bootmaker. Dec 15 at 3. Official Receiver, 109, Victoria st, Westminster
Nicholas, Owen, Llangeler, Carmarthenshire, Farmer. Dec 16 at 3. Official Receiver, 11, Quay st, Carmarthen
Nutter, Thomas, Colne, Lancashire, Plasterer. Dec 16 at 12. Exchange Hotel, Nicholas st, Burnley
Ogilvy, John Bruce, Lytham, Lancaster, no occupation. Dec 16 at 12. Official Receiver, 39, Bond st, Brighton
Pearce, Charles Thomas, Bristol, Clerk. Dec 16 at 3. Official Receiver, Bank chbrs, Bristol
Phipps, Robert Joseph, and George Thomas Phipps, St George, Gloucestershire, Contractors. Dec 16 at 12.30. Official Receiver, Bank chbrs, Bristol
Prickett, Thomas, New Hedges, nr Tenby, Blacksmith. Dec 16 at 11. Official Receiver, 11, Quay st, Carmarthen
Richmond, John, and Alfred Richmond, Nottingham, Plumbers. Dec 16 at 2. Official Receiver, High pavement, Nottingham
Robinson, Joseph, Leeds, Timber Merchant. Dec 21 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Rolfe, James, Boston, Lincolnshire, Baker. Jan 7 at 12. Official Receiver, 48, High st, Boston
Sibley, James, Ryde, Isle of Wight, Baker. Dec 16 at 2. Official Receiver, Newport, Isle of Wight
Smith, Thomas, Otley, Yorks, Yeast Dealer. Dec 18 at 11. Official Receiver, St
Sugden, Alfred Harry, Aldersgate st, Ostrich Feather Manufacturer. Dec 16 at 11. 33, Carey st, Lincoln's inn
Andrew's chbrs, 22, Park row, Leeds
Vallis, Frederick, Birmingham, Tailor. Dec 17 at 11. Official Receiver, Birmingham
Wallis, Thomas, Eastbourne, Bricklayer. Dec 15 at 12. Official Receiver, 39, Bond st, Brighton
Warren, William, Weston super Mare, Temperance Hall Proprietor. Dec 17 at 12.15. George and Railway Hotel, Victoria st, Bristol
Webber, John, North Wootton, Somerset, Dairyman. Dec 16 at 2.30. Official Receiver, Bank chbrs, Bristol
Webster, Elizabeth, Leeds, Timber Merchant. Dec 21 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Wilkinson, Joseph, Birstall, Yorks, Blacksmith. Dec 15 at 10. Official Receiver, Bank chbrs, Batley
Winterbottom, James, Oldham, Tailor and Draper. Dec 18 at 3. Official Receiver, Priory chbrs, Union st, Oldham
Winter, Elizabeth, Gateshead, Durham, Cabinet Maker. Dec 17 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne
Worfolk, William, Knottingley, Yorks, Shipbuilder. Dec 15 at 11. Official Receiver, Southgate chbrs, Southgate, Wakefield

ADJUDICATIONS.

Abbott, George, Nottingham, Sugar Boiler. Nottingham. Pet Dec 1. Ord Dec 4
Alcock, Jane, Edwardes ter, Kensington, Dressmaker. High Court. Pet Nov 17. Ord Dec 4
Andersen, Lars, North Shields, Provision Dealer, Newcastle on Tyne. Pet Dec 2. Ord Dec 5
Barker, Thomas, jun, Kingston, Fruiterer. Kingston upon Hull. Pet Nov 19. Ord Dec 3
Cox, James Blatch, and William Benjamin Beynon, Torquay, Ironmongers. Exeter. Pet Nov 5. Ord Dec 3
Cowap, Henry, Sandbach, Cheshire, Grocer. Macclesfield. Pet Nov 27. Ord Dec 3
Dovenor, Christopher, Minskip, Yorks, Farmer. Northallerton. Pet Sept 22. Ord Dec 4
Farmer, John, Preston Wynne, Herefordshire. Farmer. Hereford. Pet Nov 28. Ord Dec 4
Fletcher, William Burman, Kingston upon Hull, Provision Dealer. Kingston upon Hull. Pet Nov 28. Ord Dec 4
Ford, Edwin Charles, Newent, Gloucestershire, Farmer. Gloucester. Pet Nov 28. Ord Dec 5
Freeman, William Richard, Bevington st, North Kensington, Coachbuilder. High Court. Pet Oct 8. Ord Dec 3
Garratt, Thomas, Bury, Lancashire, Grocer. Bolton. Pet Nov 30. Ord Dec 4
Graham, James, Bush lane, Cannon st, Banker. High Court. Pet Oct 29. Ord Dec 5
Guthrie, Charles Seton James Lister, Bolton st, Piccadilly, Esquire. High Court. Pet Oct 27. Ord Dec 3
Hardy, Richard, Weymouth, Dorset, Livery Stable Keeper. Dorchester. Pet Oct 27. Ord Dec 3
Hobday, Thomas Leonard, New Clee, Lincolnshire, Fishing Vessel Owner. Great Grimsby. Pet Dec 2. Ord Dec 4
Hughes, Richard, Trefdraeth, Anglesey, Farmer. Bangor. Pet Nov 17. Ord Dec 4
Hutchinson, John, Stockton on Tees, Painter, Paper Hanger. Stockton on Tees and Middlesborough. Pet Dec 5. Ord Dec 5
Johnson, Edward, Louth, Lincolnshire, Coal Merchant. Gt Grimsby. Pet Nov 3. Ord Nov 30
Johnson, Joseph, Old Malton, Yorks, Farmer. Scarborough. Pet Oct 28. Ord Dec 3
Jones, Richard, Neath, Glamorganshire, Grocer. Neath. Pet Nov 20. Ord Dec 5
Lawrence, Charles, 1, Lincoln st, Mile End, Veterinary Surgeon. High Court. Pet Nov 26. Ord Dec 4
Levette, John W, Queen Victoria st, Wine Merchant. High Court. Pet Nov 3. Ord Dec 4
Loader, James, Ryde, Isle of Wight, Butcher. Newport and Ryde. Pet Aug 25. Ord Aug 29
Mansbridge, Walter, Southford Mill, Isle of Wight, Miller. Newport and Ryde. Pet Nov 7. Ord Dec 5
Martin, Richard, Linkinghorne, Cornwall, Coal Merchant. East Stonehouse. Pet Nov 24. Ord Dec 4
Meredith, Thomas, Gt Grimsby, Mast Maker. Gt Grimsby. Pet Nov 16. Ord Nov 30
Minn, Lewis Duge, Tranquil vale, Blackheath, Tobacconist. Greenwich. Pet Oct 30. Ord Dec 4
Morgan, F. J., West Chapel st, Mayfair, Gent, High Court. Pet Oct 19. Ord Dec 4
Pearce, Charles Thomas, Bristol, Clerk. Bristol. Pet Dec 3. Ord Dec 5
Phillips, Thomas George, London rd, Surrey, Printer. High Court. Pet June 15. Ord Dec 4
Phipps, Robert Joseph, and George Thomas Phipps, St George, Gloucestershire, Contractors. Bristol. Pet Dec 2. Ord Dec 5
Pleasance, Ernest, West Hampstead, Watchmaker. High Court. Pet Nov 7. Ord Dec 3
Pooley, William, Grays Thurrock, Essex, Temperance Beverage Manufacturer. Rochester. Pet Nov 30. Ord Dec 5
Roberts, Joseph Samuel, Birkenhead, Provision Dealer. Birkenhead. Pet Dec 5. Ord Dec 5
Rous, John Goodwin, Lowestoft, Suffolk, Grocer. Great Yarmouth. Pet Nov 26. Ord Dec 3
Szapira, Joseph, Brighton, Fruiterer. Brighton. Pet Nov 7. Ord Dec 3
Thorpe, Josiah, Camden rd, Tonbridge Wells, Carpenter. Tonbridge Wells. Pet Oct 7. Ord Dec 4
Wilson, John, Workington, Cumberland, Cabinet Maker. Cockermouth and Workington. Pet Nov 5. Ord Dec 3

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Tues., Feb 2	Tues., May 18	Tues., Aug 10
Tues., Feb 16	Tues., May 25	Tues., Aug 17
Tues., Feb 23	Tues., June 1	Tues., Aug 24
Tues., Mar 2	Tues., June 8	Tues., Aug 31
Tues., Mar 16	Tues., June 22	Tues., Oct 5
Tues., Mar 23	Tues., June 29	Tues., Oct 19
Tues., Mar 30	Tues., July 6	Tues., Nov 9
Tues., April 6	Tues., July 13	Tues., Nov 23
Tues., April 13	Tues., July 20	Tues., Dec 14
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